



PURCHASED SERVICE CONTRACT

SIGN LANGUAGE INTERPRETER SERVICES

DSHS Contract Number:
0645-03654
Resulting From Procurement Number:

This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 43.19 and 43.105 RCW.

Contractor Contract Number:

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| CONTRACTOR NAME Shelly Hansen | CONTRACTOR doing business as (DBA) | | |
| CONTRACTOR ADDRESS 4421 Mt. Challenger Ct. West Richland, WA 99353 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 601-398-646 | DSHS INDEX NUMBER 80074 | |
| CONTRACTOR CONTACT Shelly Hansen | CONTRACTOR TELEPHONE (509) 628-8818 Ext: | CONTRACTOR FAX | CONTRACTOR E-MAIL ADDRESS slhansen5@hotmail.com |

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| DSHS ADMINISTRATION Health and Rehabilitative Services Administration | DSHS DIVISION Office of the Deaf and Hard of Hearing | DSHS CONTRACT CODE 6700TC |
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| DSHS CONTACT NAME AND TITLE Emily Hill SLIM Program Manager | DSHS CONTACT ADDRESS 14th & Jefferson Olympia, WA 98504-5301 |
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| DSHS CONTACT TELEPHONE (360) 902-0271 | DSHS CONTACT FAX (360) 902-0855 | DSHS CONTACT E-MAIL ADDRESS hillemily@dshs.wa.gov |
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| IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No | CFDA NUMBERS |
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| CONTRACT START DATE 08/20/2006 | CONTRACT END DATE 06/30/2007 | CONTRACT MAXIMUM AMOUNT \$0.00 |
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EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:
A: Statement of Work; B: Regional Map; B2: Service Area by Region; C: Interpreter Pool Roster; D: Hourly Rate Sheet; E: Sign Language Interpreter Registration; F: Request for Interpreter Form; G: RID-NAD Code of Professional Conduct; H: DSHS Code of Professional Conduct; I: Guidelines Certification Levels; J: Guidelines Matching Interpreter with Appointments; K: Identification Verification Form; L: Background Authorization Form

The terms and conditions of this Contract are an integration of and constitute the final, entire and exclusive understanding of the agreement between the parties, superseding and merging all previous agreements, writings, and communications between the parties made prior to or at the signing of this Contract. The parties signing below warrant they have read and understand this Contract, and have authority to enter into this Contract.

| | | |
|----------------------|--|-------------|
| CONTRACTOR SIGNATURE | PRINTED NAME AND TITLE | DATE SIGNED |
| DSHS SIGNATURE | PRINTED NAME AND TITLE Anita E. Ahumada Contracts Consultant | DATE SIGNED |

Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
 - b. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office and includes the Purchased Services Contracts Section.
 - c. "Contracts Administrator" means the manager, or successor, of DSHS Purchased Services Contracts or successor section or office.
 - d. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - e. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - f. "DSHS" or the "Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.
 - g. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - h. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
 - i. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - j. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
 - k. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://slc.leg.wa.gov>
2. **Purpose:** The purpose of this Contract is to provide Sign Language Interpreter services to agencies and/or individuals to allow persons who are deaf, deaf/blind, and hard of hearing, functionally equivalent access to quality communication through face to face sign language interpreting/transliterating for clients, citizens, and employees of the State of Washington.

3. General Use

The resulting contract is for use by all state agencies and members of the Washington State Purchasing Cooperative (WSPC).

While use of this contract by other state agencies or members of the WSPC is optional, the Washington State Office of State Procurement DSHS encourages them to use this state contract. Their use of the contract may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions, and pricing as set forth in this contract. The Washington State Office of State Procurement and the Washington Department of Social and Health Services accepts no responsibility for payment by WSPC or ORCPP members.

4. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit A attached hereto and by this reference made a part hereof.
5. **Consideration.** Total consideration payable to the Contractor for satisfactory performance of the work under this Contract, including any and all expenses, shall be based on Exhibit D attached hereto and by this reference made a part hereof.
6. **Billing and Payment.**

- a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the approved requestor by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 5, Consideration, of this Contract.
- b. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance of properly completed invoices. Payment shall be sent to the address designated by the Contractor on Page one of this Contract. DSHS, may at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

7. Insurance

The Contractor shall at all times comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

b. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.

c. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

d. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

f. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

h. Evidence of Coverage

Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Central Contract Services, P O Box 45811, Olympia, Washington 98504-5811 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

i. The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

j. Material Changes

The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

k. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the

State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

8. Grievances/Disputes Resolution

- a. The contractor, DSHS, and or other authorized requestors of services pursuant to this contract agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to contractor service delivery or interpreter performance issues under this Contract through negotiations between designated representatives of the parties. If the dispute cannot be resolved within 30 calendar days of initiating such negotiations, either party may request a dispute hearing review through the dispute resolution procedure provided herein.
- b. The initiating party shall reduce its description of the dispute to writing and shall deliver a copy to the responding party, with a signed original delivered to the DSHS Contact identified in this contract. The responding party shall provide to the initiating party and the DSHS Contact its signed response in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response and shall provide to the responding party and the DSHS contact signed copies of any responsive rebuttal. If after this process a resolution cannot be reached within three (3) Business Days, the initiating party may exercise the right to request a final and binding determination of the dispute by the DSHS Contact person on the basis of the submitted documentation provided to the DSHS Contact.
- c. The parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
- d. If the subject of the dispute is the amount due and payable by the Department for Services being provided by the Contractor, the Contractor shall continue providing Services pending resolution of the dispute pursuant to the Payment Dispute Resolution clause of the Statement of Work provided the Agency pays the Contractor the amount the Agency, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount the Contractor, in good faith, believes is due and payable.

General Terms and Conditions

1. **Advance Payment and Billing Limitations.**

- a. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract .
- b. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract .
- c. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- d. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract if the Contractor has charged or will charge the state of Washington or any other party for the same services.

2. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Contract, its rights or obligations hereunder, without obtaining the prior written consent of DSHS. DSHS shall not recognize any assignment without such prior written consent. In the event that consent is given and this Contract is assigned, all terms and conditions of this Contract shall be binding upon the Contractor's successors and assigns.

4. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

5. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains or their legal guardian. The Contractor shall maintain and protect the confidentiality of all Personal Information and other information gained by reason of this Contract. Upon written request by DSHS, Contractor shall either return or destroy and certify destruction of, all Personal Information.

6. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

7. **Contractor's Proprietary Information.** Contractor acknowledges that DSHS is subject to chapter 42.17 RCW and that this Contract shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, DSHS shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DSHS will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DSHS will release the requested information on the date specified.

8. **Debarment Certification.** The Contractor, by signature to this contract certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal department or agency. The Contractor also agrees to include the above requirement into any subcontracts entered into, resulting directly from the Contractor's duty to provide services under this Contract.

9. **Governing Law and Venue.** This Contract shall be governed by the laws of the state of Washington. In the event of any action brought hereunder, venue shall be proper only in Thurston County, Washington.
10. **Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
11. **Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
12. **Independent Contractor.** The Contractor is not an officer, employee, or agent of DSHS or the state of Washington. The Contractor shall not claim any rights, privileges, or benefits which would accrue to an employee of the state of Washington. Contractor is not eligible to participate in DSHS' employee benefit programs, including but not limited to, group insurance, retirement, vacation and other such benefits. Contractor shall be responsible for the payment of its internal administrative costs, including but not limited to, federal, state and social security tax payments. The Contractor shall indemnify and hold DSHS harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
13. **Inspection.** During the term of this Contract and for one (1) year following termination or expiration of this Contract, the Contractor shall provide to DSHS reasonable access to the Contractor's place of business, Contractor records, and client records, and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and this Contract.
14. **Limitation of Liability.** The following sections apply to the distribution of liability among the parties to this Contract:
- a. The parties agree that neither Contractor nor DSHS shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled **Termination for Default** and **Review of Contractor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.
 - b. Neither Contractor nor DSHS shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor or DSHS. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DSHS acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DSHS, or their respective Subcontractors.
 - c. If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

- d. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

15. Maintenance of Records. During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Contract;
- b. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
- c. Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Contract.

16. Non-Endorsement

The award of this Contract to the Contractor is not in any way an endorsement of the Contractor, or the Contractor's products or services, by DSHS and shall not be so construed by the Contractor in any advertising, promotion, marketing, publicity, or other such materials. The Contractor shall not use the seal, logo, or word mark of DSHS or subdivisions of DSHS in any advertising, promotion, marketing, publicity, or other such materials.

The Contractor shall submit any intended advertising, promotion, marketing, publicity, or other such materials relating to this Contract and mentioning DSHS, to Central Contract Services, at P.O. Box 45811, Olympia, WA 98501, at least fifteen (15) business days in advance of issuance. DSHS shall not provide any written copy or edit vendor's submitted materials.

Within fifteen (15) days of receipt of such materials, Central Contract Services will notify the Contractor whether the intended advertising, promotion, marketing, or publicity complies with this non-endorsement provision.

17. Notice of Overpayment. If the Contractor receives a Contractor Overpayment Notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- c. Include a statement as to why the Contractor thinks the notice is incorrect; and
- d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing *within 28 days* of service of a Contractor Overpayment Notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale

of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

- 18. Order of Precedence.** In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- a. Applicable federal and state of Washington statutes and regulations;
 - b. Special Terms and Conditions contained in this Contract;
 - c. General Terms and Conditions contained in this Contract;
 - d. Exhibits, if any, as indicated on page one of this Contract;
 - e. The DSHS solicitation documents, if any, associated with this Contract;
 - f. Any other material incorporated herein by reference.
- 19. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 20. Severability.** The terms and conditions of this Contract are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms and conditions of this Contract.
- 21. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS as reflected in a written amendment to this Contract. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 22. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Contract, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;

(6) Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and

(7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)

b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

(1) Submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."

c. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with OMB Circular A-87.

23. Survivability. The terms and conditions contained in this Contract that shall survive the expiration or termination of this Contract, include but are not limited to: Confidentiality, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination or Expiration Procedure, Treatment of Property.

24. Termination Due to Change in Funding. If the funds DSHS relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.

25. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.

26. Termination for Default. The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

a. Failed to meet or maintain any requirement for contracting with DSHS;

b. Failed to protect the health or safety of any DSHS client pursuant to Section 9, Health and Safety, of this Contract;

c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or

d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

- 27. Termination and Expiration Procedure.** The following terms and conditions apply upon Contract termination or expiration:
- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
 - b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
 - c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession, including any "works for hire" as described in Section 17, Ownership of Material. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
 - d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
 - e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
 - f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.
- 28. Treatment of Property.** All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.
- 29. Waiver .** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default and shall not be construed to be a modification of the terms and conditions of this Contract.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

Exhibit A – Statement of Work

DEFINITIONS

The following words and phrases listed below, as used in this contract shall each have the following definitions:

1. ADMINISTRATIVE POLICY 7.20

A DSHS Policy entitled, “Communication Access for Persons Who are Deaf, Deaf/Blind and Hard of Hearing”. This policy establishes guidelines, based on federal & state laws and regulations, which DSHS is expected to comply with when interacting with clients, customers and employees of DSHS.

2. APPOINTMENT

A period of time scheduled by a DSHS/state employee or contracted service/medical provider for a customer to appear at a predetermined location to receive interpreter services provided under this contract.

- a. Short-Term Appointment – an appointment of two or less consecutive working days on the same assignment.
- b. Long-Term Appointment – an appointment of three or more consecutive working days on the same assignment.
- c. Filled Appointment – contractor has assigned the interpreter(s) to the appointment and has confirmed this with the requester.
- d. Unfilled Appointment – contractor is unable to assign the interpreter(s) to the appointment and has notified the requester.
- e. Emergency Appointment – a medical or legal-related appointment that may be scheduled with little advance notice. Emergency appointments may happen at any time during the Days, Nights or Weekends

3. AUTHORIZED REQUESTER (OR REQUESTER)

Any employee of a DSHS entity, State of Washington governmental entity or contracted service/medical provider requesting the services of a sign language interpreter and is responsible for paying for such service. For MAA billing, only DSHS contracted medical providers are authorized requesters.

4. AUXILIARY AIDS

Any device or service needed to facilitate communication accessibility to spoken or aural language. Examples of auxiliary aids include qualified interpreters, assistive listening systems (e.g. loop, FM and infrared), televisions with captioning decoder, captioned videotapes, CDs and DVDs, open, closed and real-time captioning, teletypewriters (TTYs) and other specialized telecommunication equipment, transcriptions, readers, taped text, Braille and large print materials.

5. CANCELLATION

An appointment cancelled by a requester, DSHS/state employee, customer, contracted service/medical provider or interpreter.

6. CERTIFIED INTERPRETER

A sign language interpreter who has demonstrated, through performance and knowledge tests, their ability to meet the minimum standards to both expressively and receptively interpret effectively, accurately and impartially. They have been awarded certification by the Registry of Interpreters for the Deaf, Incorporated (RID) and/or the National Association of the Deaf (NAD), is an active member of the organization(s) and has maintained their certification education unit (CEUs) requirements.

7. CLIENT

Any person applying, been determined eligible for, and/or receiving services from DSHS and/or State of Washington governmental entity.

8. CODE OF PROFESSIONAL CONDUCT

Performance standards established by DSHS to be met by interpreters when providing language services to DSHS programs, clients, customers or DSHS/state employees.

9. CONTRACT PERFORMANCE MONITORING

Any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract.

10. CONTRACTOR

An individual, company, corporation, firm, or combination thereof, with which DSHS has a contract to provide sign language interpreter services and receiving payment for the services.

11. CUSTOMER

A deaf, hard of hearing or deafblind client, citizen or DSHS/state employee receiving functional equivalent communication access through a sign language interpreter or transliterater. A client is any person applying, been determined eligible for, and/or receiving services from DSHS and/or State of Washington governmental entity. A citizen is a person who may or may not be a client. (E.g. citizens attending public meetings). DSHS or state employees need interpreter(s) for meetings, training, and conferences.

12. DEAF

deaf - with a lowercase "d" - is a medical/audiologist term used to describe persons who have a severe to profound hearing loss. Use of this term views deafness primarily as a "deficit" or "loss" and may normally be used to refer to deafness as an "inability to hear".

Deaf – with a capitalized "D" - is a cultural term used to describe persons who identify themselves as a member of the Deaf Culture and Deaf Community and prefer to communicate using American Sign Language, but does not exclude spoken communication and written language. These individuals share a common background, language (American Sign Language), experiences, traditions, and values. They view themselves as a minority population rather than a disability group. This group often includes other languages, e.g. English, and may be bi-lingual and/or bi-cultural.

13. DEAF/BLIND

A broad term that generally describes people who have varying degrees/types of combined vision and hearing loss. The person can be either deaf or hard of hearing. Also, the person can have a visual range of limited sight, e.g. tunnel vision, to complete blindness. Many persons who are Deaf/Blind communicate by using tactile signing or close-up signing, depending on their vision loss.

14. EFFECTIVE COMMUNICATION

Expressive and receptive communication, with or without the use of auxiliary aids that provides the customer an equal opportunity to participate in or benefit from state programs, services or activities. This communication must be conveyed effectively, accurately and impartially.

15. EMPLOYEE

A person hired to perform specific and as needed tasks based on DSHS or state employer and contracted service/medical provider pre-established criteria, in return for financial or other compensation.

16. FAMILY MEMBER

Any person who is related to the client including but not limited to: a spouse, child, grandmother, grandfather, grandchild, mother, father, sister, brother, cousin, niece, nephew, aunt, uncle, step relations and/or in-laws.

17. HARD OF HEARING

A broad term that generally describes people who have functional hearing loss with some residual hearing, whether permanent or fluctuating, which adversely affect communication. These are people who may or may not have sufficient residual hearing to process linguistic information auditorally. They may or may not use a combination of: sign language interpreters, hearing aids, assistive listening devices, and other specialized technology.

18. HEARING LOSS

A term that generally describes people with hearing loss, ranging from slight to profound, measured in decibels. It includes persons who are deaf, deafblind, or hard of hearing. A person with a hearing loss may or may not readily understand or communicate in spoken language with or without the use of auxiliary aids.

| HEARING LOSS | DECIBELS |
|-----------------|-------------------|
| Normal Hearing | (-10 dB to 15 dB) |
| Slight Loss | (16 dB to 25 dB) |
| Mild Loss | (26 dB to 30 dB) |
| Moderate Loss | (31 dB to 50 dB) |
| Moderate/Severe | (51 dB to 70 dB) |
| Severe Loss | (71 dB to 90 dB) |
| Profound Loss | (91 dB or more) |

19. HOURLY RATE

The rate that DSHS will reimburse contractors for sign language interpreting services rendered. This rate shall include the costs of proposal preparation, servicing of accounts, and all contractual requirements.

20. INTERPRETATION

The process of facilitating communication between individuals using spoken English or other spoken languages and those who use American Sign Language. Facilitating communication entails a demonstrated ability to expressively and receptively interpret between American Sign Language (ASL) and spoken English in both sign-to-voice and voice-to-sign.

21. INTERPRETER REFERRAL AGENCY

A nonprofit or for-profit organization that provides sign language interpreter services including

scheduling, assignment and referral of staff and/or sub-contracted interpreters to appointments.

22. MILEAGE

Distance traveled on a portal-to-portal basis in a Privately Owned Vehicle (POV).

23. NATIONAL ASSOCIATION OF THE DEAF (NAD)

A national membership association that previously administered testing for certification of sign language interpreters. NAD testing was replaced by the joint NAD-RID development of the National Interpreting Certification testing system. NAD certified interpreters are grandfathered into the NIC certification system.

24. NATIONAL INTERPRETING CERTIFICATION

New interpreting certifications with three levels developed by the joint NAD-RID Task Force. Testing is administered by RID.

25. NO SHOW

The result of a client, customer, DSHS/state employee, contracted service/medical provider or interpreter not keeping an appointment during the time scheduled.

26. NON-CERTIFIED INTERPRETER

A person registered with the Department of Social and Health Services to provide sign language interpreter services, who has not obtained official sign language interpreter certification and is required to do so within 3 years of initial registration.

27. OFFICE OF THE DEAF AND HARD OF HEARING (ODHH)

A state agency under the auspices of DSHS delegated the authority to procure and administer this contract. ODHH is the office where sign language interpreters are required to register for approval before performing under this contract. ODHH provides technical assistance, training, and workshops to DSHS staff and other interested agencies regarding people with hearing loss and arranging the provision of auxiliary aids to meet reasonable accommodation obligations.

28. PORTAL TO PORTAL

The distance traveled by the interpreter from the “address of origin” to the “address of the appointment.” It may include the distance traveled from the “address of the appointment” to the “address of destination.” The addresses are further defined as follows:

- a. Address of origin – home or place of business of previous appointment
- b. Address of appointment – place of business/facility of DSHS/state government entity or contracted service/medical provider
- c. Address of destination - home or place of business of next appointment

29. PROGRAM

Any distinct service unit of the department usually designated as a division, or office or institution, which designs, schedules, administers, and/or plans the services.

30. PROVIDER NUMBER

A seven-digit identification number issued to contracted service/medical providers for the purpose of

billing MAA electronically.

31. PERFORMING PROVIDER NUMBER

A seven digit number beginning with an “8” assigned to an interpreter providing sign language interpreter services at contracted medical provider appointments.

32. QUALIFIED INTERPRETER

An interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. A qualified interpreter may be either certified or non-certified and is determined to be competent by the client, customer or the DSHS/state employee and a requester with a DSHS/State of Washington governmental entity or contracted service/medical provider. Family members are not qualified interpreters.

33. REGISTRY OF INTERPRETERS FOR THE DEAF (RID)

A national membership association that administers testing for certification of sign language interpreters. RID testing for RID certification was replaced by the joint NAD-RID development of the National Interpreting Certification testing. RID certified interpreters are grandfathered into the NIC certification system.

34. SUBCONTRACTOR

An individual, company, partnership, corporation, firm, or combination thereof with whom the Contractor develops sub-contracts for sign language interpreter services.

35. TRANSLITERATION

The process of facilitating communication between individuals using spoken English and those who use English-based sign language. Facilitating communication entails a demonstrated ability to expressively and receptively transliterate between English-based sign language and spoken English in both sign-to-voice and voice-to-sign.

GENERAL CONTRACT REQUIREMENTS

1. The contractor shall provide sign language interpreter services for any requesting DSHS or State of Washington governmental agency as described herein under the terms and conditions, requirements and specifications of the contract, including rates. For the provision of interpreter services to other governmental entities, political subdivisions, nonprofits and organizations, this contract shall apply, in accordance with the DSHS inter-agency/inter-local agreements, Department of General Administration Washington State Purchasing Cooperative (WSPC).
2. The contractor shall further understand and agree that participation by local or county governmental entities is discretionary on the part of that governmental entity, and the State of Washington bears no financial responsibility for any payments due the contractor by such governmental entities.
3. Services described herein will be ordered by authorized governmental personnel and contracted service/medical providers as needed, based on program/policy requirements and client, citizen or DSHS/state employee communication needs and preferences.
4. The contractor shall provide interpreter services in the county(ies) indicated in the Contractor Bidder Form. The contractor shall provide interpreter services at the site(s) indicated by the requester. If requested by an authorized requester, the contractor may provide interpreter services outside of an indicated county.

5. If the requester cannot obtain interpreter services through this contract, the contractor further understands that DSHS or State of Washington reserves the right to refer to ODHH guidelines when appropriate interpreter services cannot reasonably be obtained.
6. The contractor shall attend a mandatory orientation session provided by DSHS of no more than 5 hours on a date to be determined. The contractor shall not bill DSHS for attending orientation. To be determined, an optional orientation session for sub-contracted sign language interpreters may be provided by DSHS.
7. The contractor shall understand that a web-based database system may be implemented during the life of this contract which will require the transition of a paper-based system to an electronic system of scheduling and arranging appointments with interpreter services. The contractor will participate fully with the transition, implementation and operational phases of the web-based database system at a later date.

SIGN LANGUAGE INTERPRETER REQUIREMENTS

1. REGISTRATION

All interpreters providing sign language interpreter services under this contract are required to be registered with ODHH on an annual basis regardless of the term of this or future contracts, and, if certified, to provide a copy of the NAD and/or RID certification. If non-certified, interpreters must become RID certified within three (3) years of initial registration with ODHH. Non-certified interpreters must attach three (3) reference letters: One (1) from a deaf customer; one (1) from a certified interpreter; and one (1) from an agency (non-DSHS customer).

Interpreters must submit completed and signed registration forms to ODHH for review and approval prior to providing services under this contract. Any changes to the information provided on the registration form must be submitted within ten (10) days to ODHH on a new registration form.

Freelance interpreters must submit the following documents & forms to ODHH for approval prior to providing sign language interpreter services under any contract awarded:

- a. DSHS/ODHH Form – Sign Language Interpreter Registration
- b. Copy of RID/NAD Interpreter Certification (if applicable)
- c. Copy of 3 reference letters (Non-certified interpreters only)
- d. Background Authorization Form
- e. Copy of “Report of Outside Employment” form (if applicable), DSHS 03-023

2. POST-APPROVAL

Upon ODHH approval of the registration form, the interpreter’s name will be added to the ODHH website. ODHH will post a list of available contracted interpreters on the DSHS Intranet (for departmental use) and Internet (for public use). This list will include relevant information from the DSHS/ODHH Form – “Sign Language Interpreter Registration”, using some or all data except Social Security Numbers. This list will be updated and maintained by ODHH, based upon the registration form completed by the interpreter.

DSHS/Medical Assistance Administration will assign a Performing Provider Number (PPN) to all ODHH approved interpreters.

3. DISQUALIFICATION

As contract administrator, ODHH reserves the right to disqualify individual/freelance interpreters from providing sign language interpreter services under this contract based on the following information:

- a. Background Check
- b. Certification Status
- c. RID Code of Ethics violations
- d. RID Certification Maintenance Program
- e. DSHS/ODHH Form – Sign Language Interpreter Registration form

4. BACKGROUND CHECK

- a. Prior to performing services under this contract, or having any unsupervised access to DSHS/ODHH clients, all interpreters must obtain a DSHS criminal background check through the DSHS Background Check Central Unit.
- b. The Contractor must ensure that no employee or subcontractor provides services to DSHS/ODHH clients if the employee or subcontractor has a record of crimes, convictions or actions that are disqualifying under the DSHS Secretary's List of Disqualifying Crimes and Actions (located at: <http://www1.dshs.wa.gov/msa/bccu/BCCU-crimesList.htm>).
- c. The Contractor must maintain and make available to DSHS/ODHH records and personnel, files that include written justification to the applicant or employee's character, competence, and suitability for providing services to DSHS clients, if the employee or subcontractor's DSHS background check results indicate that he/she has a record of:
 - (1) Convictions or actions that are NOT on the DSHS Secretary's list;
 - (2) Convictions or actions on the Secretary's list that require five (5) or more years to pass from the date of conviction to application; or
 - (3) DSHS, Department of Health, or local authority findings of abuse, neglect, exploitation or abandonment of a dependent person,
- d. With the purpose of verifying the identity of the interpreter, each interpreter must present, in person, a valid driver's license or ID card issued by a state or outlying possession of the United States, or by federal, state or local government agencies or entities (provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address), or a U.S. Passport to either:
 - (1) A DSHS-contracted Interpreter Referral Agency,
 - (2) A Notary Public, or
 - (3) A representative from the Office of the Deaf and Hard of Hearing.
- e. Contractor must submit the "Identification Verification" form (Exhibit K) containing a copy of the driver's license, ID card, or passport, with the signature and agency name of the approving party. The "Identification Verification" form must be submitted with a copy of the "Background Authorization" form (Exhibit L) and "Sign Language Interpreter Registration" form (Exhibit E) to ODHH. Any changes in criminal history after registration approval shall be reported within two (2) working days to ODHH.

5. NEW NAD/RID (NIC) CERTIFICATION DURING TERM OF CONTRACT

If a certified or non-certified interpreter achieves a new or higher RID or NIC certification after initial registration, he/she must submit a new registration form to ODHH along with a copy of the new certificate. ODHH must receive the registration form and a copy of the new RID or NIC certificate, and approve the action to change the certification status of the interpreter, before the interpreter can begin working under their new certification status.

6. NON-CERTIFIED, QUALIFIED INTERPRETERS

Interpreters who are NOT currently NAD and/or RID certified can work under this contract only through contracted interpreter referral agencies. Interpreters having RID status listed as "Certified: Inactive" are viewed as not currently providing interpreter services but are still a member of RID and pay dues. These interpreters are not required to maintain their CMP, yet they retain their RID certification status. For the purpose of this contract, those interpreters identified as "Certified: Inactive" are designated as **non-certified**.

Starting July 1, 2005, non-certified interpreters, including qualified deaf interpreters, must successfully become NIC certified and obtain active membership within the first three (3) years from date of initial registration with ODHH to provide services to DSHS regardless of the term or cycle of this contract and future contracts. Non-certified interpreters, who fail to achieve certification within three (3) years of initially registering with ODHH, will be removed from the contract until certification with active membership has been obtained.

7. RID CERTIFICATION MAINTENANCE PROGRAM (CMP)

Interpreters must meet the RID CMP requirements and take continuing education units to meet the general / professional studies requirements within the CMP cycle. Any failure to meet the CMP requirements may be cause for removal from this contract or termination of this contract. Interpreters must report status of certification and continuing education requirements on an annual basis, using the DSHS/ODHH "Sign Language Interpreter Registration" form.

8. ADHERING TO THE RID-NAD CODE OF PROFESSIONAL CONDUCT

All interpreters, both freelance and those representing agencies, must adhere to the RID-NAD Code of Professional Conduct. Any violation of this policy may be cause for removal from this contract or termination of this contract.

9. ADHERING TO THE DSHS CODE OF PROFESSIONAL CONDUCT

All interpreters, both freelance and those representing agencies, shall adhere to the DSHS Code of Professional Conduct. Any violation of this policy may be cause for removal from this contract or termination of this contract.

10. UNSUPERVISED ACCESS TO CLIENTS

All interpreters, both freelance and those representing agencies, shall not have unsupervised access to clients who are deaf, deaf/blind and hard of hearing when providing interpreter services. A DSHS/state employee or a contracted service/medical provider employee must be present in the room or nearby throughout the appointment. Unsupervised access include the arrival time prior to and departure time after the appointment.

11. CONTRACTOR BEHAVIOR IN STATE FACILITIES AND ON STATE GROUNDS

Contractors, both interpreter referral agencies and individual/freelance interpreters, shall agree to and observe the following:

- a. No smoking in state buildings (RCW 70.160.030);
- b. No use of alcohol or illegal drugs in the performance of this contract or on state grounds or facilities (RCW 72.23.300, Chapter 69.50 RCW);
- c. No firearms or explosives in state buildings or on state grounds (RCW 9.41.300).

12. PHOTO IDENTIFICATION

All interpreters, when providing services under this contract, will be required to present picture identification (i.e. Drivers License, Interpreter Agency Picture I.D., etc.) upon request of client, DSHS staff, or contracted service/medical provider. Picture identification can be obtained from a number of reputable locations including, but not limited to, any State of Washington, Department of Licensing office, for a small fee.

13. AUTOMOBILE

When the interpreter is operating a motor vehicle under the laws of the state of Washington, i.e., the interpreter must have a valid driver's license or permit; a valid, current registration for the vehicle they are driving; and minimum mandatory insurance as indicated on the Washington State Department of Licensing home page, under Drivers, section Mandatory Insurance (<http://www.dol.wa.gov/ds/insurance.htm#Operators>).

CONTRACTOR PERFORMANCE REQUIREMENTS

1. SIGN LANGUAGE INTERPRETER REQUIREMENTS

The contractor must ensure that individual sign language interpreter(s) who are employee(s) and/or sub-contractor(s) are registered and approved by ODHHS before allowing the individual interpreter to provide sign language interpreter services. The contractor must also ensure that the sign language interpreters are in compliance with the terms of the "Sign Language Interpreter Requirements" section. The contractor must maintain documentation, records and other information relevant to these requirements.

2. ACCESSIBLE DURING BUSINESS HOURS

The contractor must be accessible at all times during normal business hours (8:00 a.m. to 5:00 p.m. Pacific Standard Time or Pacific Daylight Time, whichever is in effect) throughout the term of the contract. Accessible means via email, phone, cellular phone and/or pager, during business hours.

3. CONTRACTOR AVAILABILITY

Contractors who are freelance interpreters and interpreter referral agencies must indicate their availability on the Contractor Bidder Form and the Sign Language Interpreter Registration Form and are required to provide sign language interpreter services during the hours as indicated.

| | |
|---------------------------------------|--|
| Days; 8 am – 5 pm; Monday – Friday | 24/7; 24 hours / 7 days every week |
| Nights; 5 pm – 12 am; Monday – Friday | Emergencies – 1 hour notice/confirmation |
| Weekends; 12 am Sat – 8 am Monday | Holidays |

4. TWENTY FOUR/SEVEN (24/7)

Contractors who indicate twenty-four hours/seven days a week (24/7) availability on the contractor bidder form are required to provide sign language interpreter services during the Days, Nights and Weekend hours as indicated. Contractor must provide accessible contact information for after business hours.

5. EMERGENCIES

Contractors who indicate emergency availability on the contractor bidder form are required to provide sign language interpreters services during the Days, Nights and Weekend hours as indicated. Requesters shall request interpreter services on an emergency basis for medical or legal-related appointments. Such requests may be last minute and contractor is required to confirm availability immediately and be prepared to provide interpreter services immediately within a reasonable time to allow portal-to-portal travel. Contractor must provide accessible contact information for emergencies.

6. AFTER HOURS / EMERGENCIES / HOLIDAY RATES

At this time, due to lack of data, all hourly rates and portal-to-portal billing, invoicing and reimbursement shall be in accordance to the terms of this contract. It is expected that future contract(s) will adjust interpreter hourly rates to accommodate for after-hours/emergencies/holidays sign language interpreter services.

7. ADHERING TO THE RID-NAD CODE OF PROFESSIONAL CONDUCT / DSHS CODE OF PROFESSIONAL CONDUCT

Freelance interpreters, sub-contractors, and those interpreters employed by interpreter referral agencies shall adhere to the current and revised RID-NAD Code of Professional Conduct and the DSHS Code of Professional Conduct. Any violation of this policy may be cause for removal from this contract or termination of this contract.

8. PROHIBITING UNDUE INFLUENCE

Contractors, unless otherwise authorized by requesters, are prohibited from applying undue influence on clients, DSHS/state employees, and contracted service/medical providers by:

- a. Determining the need for interpreter services or engaging in the solicitation of interpreter assignments for appointments;
- b. Arranging services for clients/employees in order to create business;
- c. Contacting the client/employee other than at the request of the contracted service/medical provider or employee;
- d. Providing transportation for the client to, or from, medical, social services, and any other appointments;
- e. Requiring a client/employee to obtain interpreter services exclusive of other interpreters or contractors holding valid contracts with the department;
- f. Billing for interpreter services provided to the interpreter's own family members; and
- g. Accepting any compensation from clients/employees or others on behalf of clients.

APPOINTMENT & SCHEDULING REQUIREMENTS

1. REQUESTS

Authorized requesters are strongly encouraged to make requests 1-2 weeks in advance or whenever the appointment was first established. Requesters may request interpreter services with twenty-four (24) hours notice or less but must understand that the likelihood of obtaining an appropriate interpreter decreases with less notice. Interpreter referral agencies, interpreters and clients are not authorized

requesters.

Requests for interpreter services for legal or medical-related appointments made with one (1) hour or less notice shall be considered emergency requests.

2. APPOINTMENTS

- a. The contractor shall coordinate all appointments with the specific governmental entity or contracted service/medical provider requesting interpreter service. The contractor shall understand and agree that the contractor shall be under the direction of specific personnel within the requesting governmental entity and/or contracted service/medical provider regarding the provision of interpreting services.
- b. Contractor must accept and track all requests for sign language interpreter services for all scheduled appointments made by all authorized requesters and make diligent efforts to assign appropriate interpreter(s). If the Contractor is scheduling interpreter(s) who must travel more than 100 miles to the assignment, the contractor is required to obtain prior approval from the requester and must document the justification (see Payment Requirements: Portal-to-Portal Reimbursement).

3. SCHEDULING APPROPRIATE INTERPRETERS

- a. The requester must consult with the customer on his/her communication needs and come to an agreement on his/her interpreter preferences. The expressed needs and preferences shall be indicated on the "Request for Sign Language Interpreter" form.
- b. Authorized requesters requesting interpreter services through this contract reserve the right to determine the appropriateness of interpreters needed for any appointment. This determination will be based on review of the following:
 - (1) Number of the deaf, hard of hearing, deafblind client(s)/customer(s) and/or employee(s);
 - (2) Expressed communication needs & preferences of the client(s), customer(s) and/or employee(s);
 - (3) Length of the appointment;
 - (4) Type/setting of appointment;
 - (5) Certification level of interpreters; and
 - (6) Any other factors.
- c. The requester and contractor must make every reasonable effort to appropriately match the interpreter's certification, experience, preferences with the client's preferred communication needs, appointment setting, and other information as indicated on the "Request for Sign Language Interpreter" form.
- d. The requester/contractor must not use family members and interpreters not approved by ODHH to provide interpreter services under this contract.
- e. To request appropriate interpreters for appointments, the authorized requester and contractor shall use ODHH "Guidelines – Matching Qualified Interpreter with Appointment Setting" to match the interpreter's certification with the client's preferred communication needs and appointment setting.
- f. The contractor must check the requested interpreter(s) availability, as indicated on the "Request for Sign Language Interpreter Form." If the specific interpreter(s) requested is unavailable, the contractor must document that interpreter's unavailability or communications with that interpreter(s).

- g. The requester reserves the right to reject any or all of the interpreters selected by the contractor as unacceptable.

4. SCHEDULING MULTIPLE INTERPRETERS

Under normal circumstances and based on availability of qualified interpreters, two interpreters will be requested for appointments scheduled to last longer than 1-1/2 hours.

Circumstances requiring multiple (2 or more) interpreters regardless the length of the appointment may include:

- a. The needs of a deaf/blind customer using tactile or close-up sign language;
- b. A customer having minimal language skills necessitating the services of a deaf interpreter (CDI or QDI); and/or
- c. Two or more customers joining different breakout sessions at meetings, trainings or conferences.

5. CONFIRMATION OF INTERPRETER AVAILABILITY

Contractors will confirm interpreter availability for an appointment within 48 hours after receiving the request for interpreter services from an authorized requester. Contractors will confirm interpreter availability for an emergency appointment within one (1) hour.

6. NO SHOWS

- a. The contractor must track and distinguish client, DSHS/state employee, contracted service/medical provider and interpreter no shows separately.
- b. The interpreter must stay on the premises for client, DSHS/state employee or contracted service/medical provider appointments as follows:
 - (1) For appointments scheduled one (1) hour or less, the interpreter is required to stay for 20 minutes before declaring a “no show” and leaving the premises.
 - (2) For appointments scheduled between one (1) and four (4) hours, the interpreter(s) is required to stay for 40 minutes before declaring a “no show” and leaving the premises.
 - (3) For appointments scheduled more than four (4) hours, the interpreter(s) is required to stay for 60 minutes before declaring a “no show” and leaving the premises.
- c. With the exception of interpreter no shows, the interpreter must sign the completed “Request for Sign Language Interpreter” form to receive reimbursement for other no shows.
- d. The DSHS/state employee or contracted service/medical provider must sign the completed “Request for Sign Language Interpreter” form for no shows.

7. CANCELLATIONS

- a. The contractor must track and distinguish client, DSHS/state employee, contracted service/medical provider, and interpreter cancellations separately. Additionally, the contractor must track and distinguish cancellations made with more than 48 hours notice versus cancellations made with less than 48 hours notice.
- b. Authorized requesters reserve the right to cancel interpreter appointments with more than 2-

business days/48 hours notice of the scheduled appointment time without penalty or charge. e.g. Cancellation by Thursday 3 p.m. for appointment on Monday 3 p.m.

- c. If the scheduled interpreter is not able to make it to a confirmed appointment, it is the responsibility of the contractor and/or interpreter to make arrangements for another interpreter to attend the appointment.
- d. If the authorized requester, client or DSHS/state employee is canceling the appointment, the authorized requester or employee must sign the completed "Request for Sign Language Interpreter" form on the day of the cancellation and return to the contractor.
- e. The interpreter is not required to sign the completed "Request for Sign Language Interpreter" form for appointment cancellations.

INVOICING/BILLING REQUIREMENTS

1. INVOICE

The contractor shall:

- a. Submit to the requester's billing address, an original invoice, a completed original and signed "Request for Sign Language Interpreter" form, for each appointment. The Contractor may not bill state agencies for services rendered pursuant to this contract from unauthorized purchasers. Each invoice shall be submitted for payment no later than ninety (90) days from date of service rendered. All billing documents shall be maintained in an accurate, legible, and complete manner.

Each invoice shall:

- (1) Reference the contract number;
 - (2) Possess a unique invoice number; and
 - (3) List the organizational acronym (as shown in the Reporting Requirements, Monthly Data Reports section) for each appointment billed.
- b. Bill all DSHS/state governmental entities including Medical Assistance Administration:
 - (1) The bid hourly rate at the interpreter's certification level;
 - (2) From the scheduled start time of the appointment or when interpreter shows up after scheduled start time, whichever is later, up to the scheduled or actual end time, whichever is later;
 - (3) The one (1) hour minimum for providing sign language interpreter services lasting 60 minutes or less;
 - (4) The one (1) hour minimum plus 30 minute increments, rounding up, for providing sign language interpreter services lasting longer than 60 minutes; and
 - (5) In accordance to the stipulations outlined in the Payment Requirements section of this document.

2. SUPPORTING DOCUMENTATION

- a. A signed "Sign Language Interpreter Request" form must be submitted with the invoice when billing for no shows and cancellations. The requester's signature is required for payment for no-shows and cancellations; however the interpreter's signature is required for no-shows only.
- b. All the required supporting documentation shall be submitted for appointments being billed on a

specific invoice, including those for reimbursable services and expenditures (i.e. interpreter services and portal-to-portal).

- c. In addition to the above requirements, the contractor shall bill DSHS' Medical Assistance Administration (MAA) for providing services as follows:

- (1) When the DSHS client is an eligible MAA client;
- (2) When interpreter services are provided for medical services covered by MAA;
- (3) Electronically using required applications available such as WAMedWeb;
- (4) Supporting documentation is required when billing in the following situations:
 - (a) Mileage Reimbursement - Mapquest printout (or equivalent documentation) documenting mileage traveled;
 - (b) Appointments lasting longer than 2 hours – written documentation outlining a breakdown of how the interpreter's time was spent during the appointment.
- (5) Supporting documentation must be mailed to:

DSHS/MAA Division of Client Support
Office of Transportation & Interpreter Services
P.O. Box 45570
Olympia, Washington 98504-5570

3. MAA PAYMENT SYSTEM

- a. The MAA billing system pays for services in 15-minute units. (E.g. 1 unit = 15 minutes) Appointments lasting less than one hour will be billed as four (4) 15-minute units. Appointments lasting longer than one hour will be billed in 30-minute increments, rounding up, using 15-minute units. The following table provides examples of how MAA appointments would be billed in comparison to non-MAA appointments.

| For appointments lasting: | DSHS (Non-MAA) would be billed for: | MAA would be billed for: |
|---------------------------|---|--------------------------|
| 25 minutes | 1 hour of Service (1.0 hr) | 4 Units of Service |
| 1 hour and 5 minutes | 1 hour and 30 minutes of Service (1.5 hr) | 6 Units of Service |
| 2 hours and 35 minutes | 3 hours of Service (3.0 hrs) | 12 Units of Service |

- b. MAA does not pay for interpreter services at the following facilities:

- (1) Inpatient hospital services (e.g. labor and delivery)
- (2) Nursing facility services (covered by Aging and Adult Services)
- (3) Services provided by any other facility, agency, or provider that is required by federal or state law, regulation, or rules to provide those services (e.g. public health agencies, public hospitals and local health jurisdictions)
- (4) Community mental health centers, mental health clinics or mental health institution services (covered by Regional Support Network)

(5) Alcohol or other drug-related treatment centers/programs

- c. Invoicing/billing for interpreter services for medical appointments is the responsibility of the hospital/public health facility.

PAYMENT REQUIREMENTS - GENERAL

1. PAYMENT TIME FRAME (NET 30 DAYS)

DSHS or an authorized requester will make payment for authorized services rendered under this contract within 30 days of receipt of a complete and accurate invoice. The contractor shall attach all appropriate billing backup documentation to the invoice (i.e. original signed "Request for Sign Language Interpreter" forms and, if required, documentation verifying the accuracy of claims for mileage).

2. ADJUSTMENTS

Incomplete and/or inaccurate invoices will be returned to the contractor for correction. The payment within thirty (30) days requirement will not be in effect until DSHS or the authorized requester receives a corrected invoice. All adjustments to billed interpreter service amounts must be completed within ninety (90) calendar days of the original date of billing by the contractor; or as extended by the requester.

3. PAYMENT DISPUTE RESOLUTION

Disputes related to payments made by DSHS or an authorized requester for services rendered under this contract shall be resolved at the local level (i.e. between the authorized requester and the contractor) with the exception of medical providers, in which case disputes regarding services provided to medical providers must be resolved with Medical Assistance Administration. If resolution cannot be achieved at the local level, the dispute shall be forwarded by the requester and/or contractor to the requester's designated DSHS representative, pursuant to procedures established by DSHS. Contractor and DSHS shall be responsible for exercising due diligence in identifying procedures related to the local level handling and forwarded appeals of payment disputes. Action pursuant to this clause by either party shall not be construed as a waiver of any legal avenue of recourse available through this contract.

4. OVERPAYMENT

Issues related to DSHS or requester overpayment to contractor shall be in accordance with the clause related to Overpayment contained in the General Terms & Conditions of the DSHS Purchased Services contract.

5. DISALLOWED PAYMENTS

Employees of requesters are not paid under this contract. Employers or places of business that have paid staff providing interpreter services for their employees are not paid under this contract. This does not apply to contractors providing sign language interpreter services.

PAYMENT REQUIREMENTS-HOURLY RATE REIMBURSEMENT

1. ONE-HOUR MINIMUM

ALL purchasers will be required to pay at least a one-hour minimum for all appointments, including those lasting less than one hour. The DSHS Medical Assistance Administration (MAA) is also required to pay the one-hour minimum.

2. NO-SHOWS

Contractor will be paid in full for the time scheduled for no-shows unless the interpreter is a no-show.

3. CANCELLATION

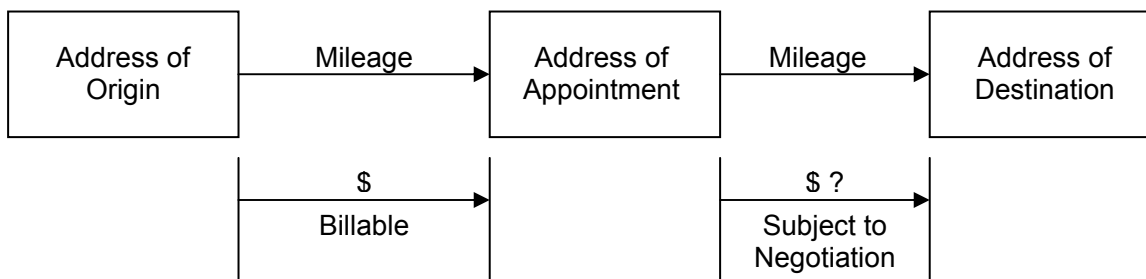
- a. If cancellation of an appointment occurs with less than 2-business days/48 hours notice, the contractor shall be paid in full for the time scheduled. If the cancellation occurs with 2-business days/48 hours or more notice, the contractor will not receive payment.
- b. If the interpreter cancelled and a replacement interpreter has not been provided, the contractor will not receive payment.
- c. Contractor will be paid in full for the time scheduled, for short term appointments, which are cancelled with less than 2-business days/48 hours advance notice.
- d. For long term appointments, which are cancelled with less than 2-business days advance notice, the contractor and the requester may negotiate on a case-by-case basis the reimbursement amount.
- e. Contractor shall sign and fax the "Request for Sign Language Interpreter" form to the requester for signature for all cancellations.

PAYMENT REQUIREMENTS: PORTAL-TO-PORTAL REIMBURSEMENT

Mileage or travel time will be reimbursed as allowed on the contract. Reimbursement will be as follows:

1. MILEAGE

- a. The mileage rate will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy & Guidelines rate. DSHS will first notify contractors of any change in the OFM rate before it becomes effective.
- b. Mileage will be reimbursed on a "from address of origin" (address where interpreter came from) to "address of appointment" basis. The requester and contractor will negotiate reimbursement for mileage traveled from the "address of appointment" to "address of destination" (address where interpreter will go after appointment) on a case-by-case basis. In Eastern Washington, due to scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the requester reimburse the contractor for mileage on an "address of appointment" to "address of destination" or roundtrip basis.
- c. Mileages related to appointments that result in no shows are billable. Mileage related to appointments that have been cancelled, regardless of whether 2 business days/48 hours notice has been given, is not billable. Mileage related to appointments that result in interpreter no show or interpreter cancellation is not billable.



2. TRAVEL TIME

- a. DSHS Medical Assistance Administration does not pay for travel time. All other DSHS agencies will reimburse for travel time on a from “address of origin” (address where interpreter came from) to “address of appointment” basis. The requester and contractor will negotiate reimbursement for travel time traveled from the “address of appointment” to “address of destination” (address where interpreter will go after appointment) on a case-by-case basis at the time the appointment is requested. In Eastern Washington, due to scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the requester reimburse the contractor for travel time on an “address of appointment” to “address of destination” or roundtrip basis.
- b. Interpreters must travel for a minimum of sixteen miles, and one-half hour, to be eligible to receive payment for travel time. Exceptions to the sixteen miles minimum requirement shall be made when use of a ferry contributes to the ½ hour or more travel time.
- c. Travel time will be reimbursed at a rate of one-half the hourly interpreter certification rate for each hour of travel. Example: Interpreter traveled four (4) hours to an appointment and the certification hourly rate is \$50. One half (½) of the hourly rate is \$25. The calculation would be 4 x \$25 = \$100 for travel time.

| Distance | DSHS | MAA |
|--------------------------------------|--------------------|--------------|
| Origin → Appointment 0 - 15 miles | Mileage | Mileage |
| Origin → Appointment 16+ miles | Mileage or Travel* | Mileage Only |

* Travel can be claimed only when traveling time is ½ hour (30 minutes) or more

- d. Travel time related to appointments that result in no shows are billable. Travel time related to appointments that have been cancelled, regardless of whether 2 business days/48 hours notice has been given, is not billable. Travel time related to appointments that result in interpreter no show or interpreter cancellation is not billable.

RECORDS AND REPORTING REQUIREMENTS

The Contractor shall maintain back-up copies of the records in an appropriate fire/theft/disaster-protected location. Reporting requirement is as follows:

1. LIST OF INTERPETERS

Interpreter referral agencies are required to submit a complete roster of their interpreters, indicating certification level to ODHH, on a quarterly basis.

2. INTERPRETER SERVICES USAGE

Data for each purchaser listed below; per the DSHS inter-agency/inter-local agreements, Department of General Administration Washington State Purchasing Cooperative (WSPC)

- a. State of Washington departments or state agencies
- b. Other Governmental Entities
- c. Contracted Service Providers

3. MONTHLY DATA REPORTS

- a. The contractor shall submit monthly data reports to ODHH, by the last day of the month following the month of service being reported. The contractor will be required to utilize a standardized report template in Microsoft Excel format when reporting monthly data to ODHH. The contractor will be required to submit a report; data for each State of Washington department or state agency that

requested and/or received services during the period being reported shall be separated. An electronic version of the report template and a list of each State of Washington state agency will be provided to contractors at the time of award.

- b. Within the Department of Social and Health Services (DSHS) report, data for each DSHS administration and division listed below that requested and/or received services during the period being reported shall be separated.

- (1) Aging and Disability Services Administration (ADSA)

- (a) Division of Developmental Disabilities (DDD)
 - (b) Home & Community Services (HCS)
 - (c) Residential Care Services (RCS)

- (2) Children's Administration (CA)

- (a) Division of Children and Family Services (DCFS)
 - (b) Division of Licensed Resources (DLR)

- (3) Economic Services Administration (ESA)

- (a) Community Services Division (CSD) (broken down by individual CSO)
 - (b) Division of Child Support (DCS)
 - (c) Division of Employment and Assistance Programs (DEAP)
 - (d) Division of Child Care and Early Learning (DCCEL)

- (4) Health and Rehabilitation Services Administration (HRSA)

- (a) Division of Alcohol and Substance Abuse (DASA)
 - (b) Division of Vocational Rehabilitation (DVR)
 - (c) Mental Health Division (MHD)
 - (d) Special Commitment Center (SCC)
 - (e) Office of Deaf and Hard of Hearing (ODHH)

- (5) Juvenile Rehabilitation Administration (JRA)

- (a) Community Programs
 - (b) Institution Programs

- (6) Medical Assistance Administration (MAA)

- (a) Division of Disability Determination Services (DDDS)
 - (b) Division of Customer Support (DCS) - Interpreter Services Section

4. DATA ELEMENTS

The monthly report shall include the following data elements;

- a. Name of the contractor

- b. Report period (month and year)
- c. Organizational Index Code;
 - (1) Name of the department or state agency
 - (2) DSHS: the administration/division
- d. Request Information
 - (1) Total number and percentage of filled requests;
 - (2) Total number and percentage of unfilled requests;
 - (3) Total number of requests (equals the total number of filled requests and unfilled requests)
- e. Appointment Information
 - (1) Total number of confirmed/scheduled appointments.
 - (2) Total number of appointments receiving completed interpreter services.
 - (3) Total number of client, employee or provider no shows and interpreter hours billed.
 - (4) Total number of interpreter no shows.
 - (5) Total number of client, employee or provider cancellations and interpreter hours billed.
 - (6) Total number of interpreter cancellations.
 - (7) Total number of all no shows and/or cancellations including a distinction between;
 - (a) Number of cancellations made with more than 48 hours notice.
 - (b) Number of cancellations made with less than 48 hours notice.
 - (8) Total number of sign language interpreter service hours billed including dollar amounts.
 - (9) Total number of appointments requesting mileage reimbursement and number of miles billed including dollar amounts.
 - (10) Total number of appointments requesting travel time reimbursement and number of travel time hours billed including dollar amounts.
 - (11) Total number of dollars billed for the report period

Exhibit B – Contractor Bidder Form – DSHS Regional Map

State of Washington
Department of Social and Health Services
Regional Map of Regions 1-6

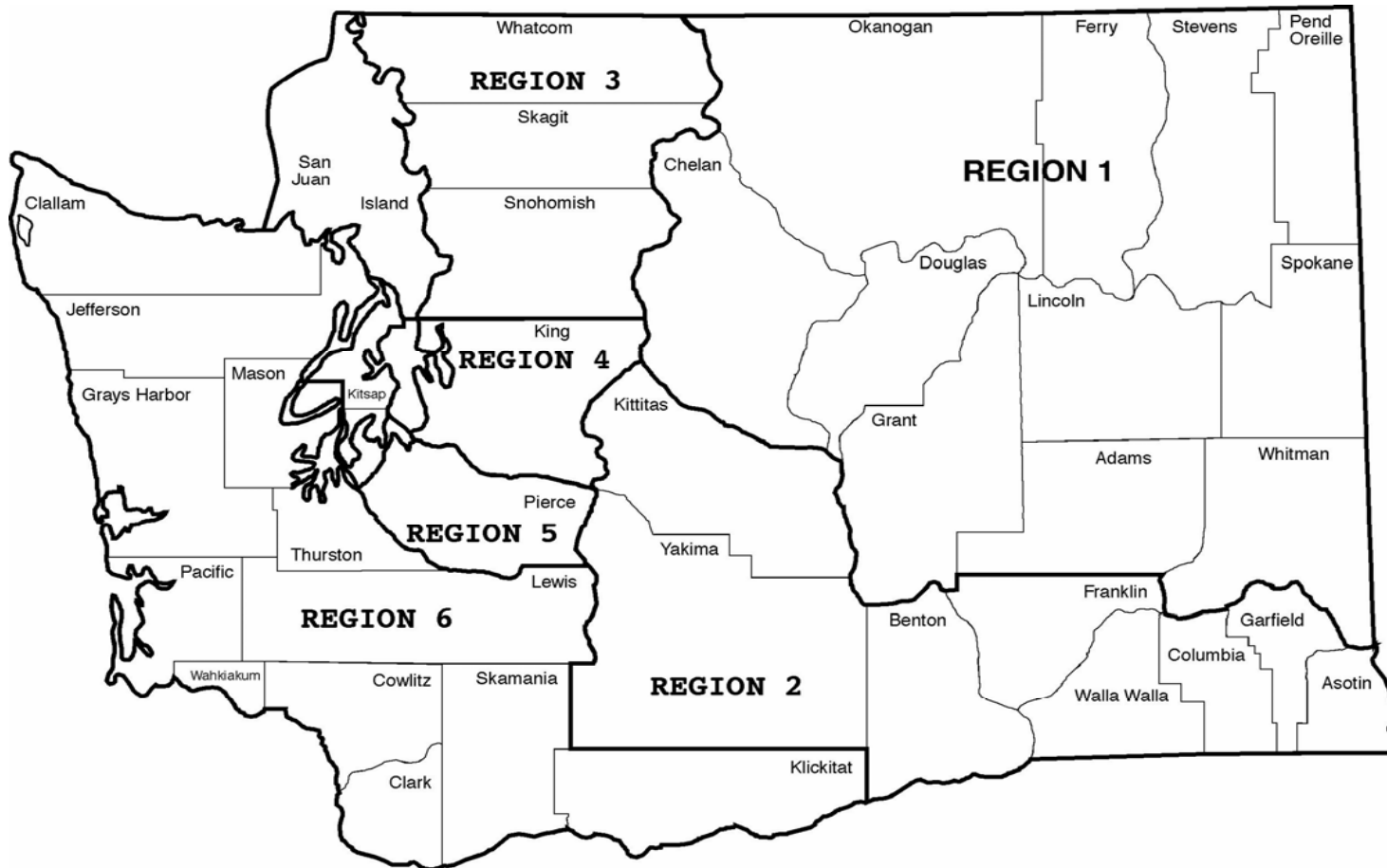


EXHIBIT B-2 – SERVICE AREA BY REGION

SHELLY HANSEN

| | | | | | |
|-------------------|---|--|-------------------|---|--|
| Region 1 _____ | Adams__X__ Chelan_____ Douglas_____ Ferry_____ Grant__X__ | Lincoln__X__ Okanogan_____ Pend Oreille_____ Stevens_____ Spokane__X__ Whitman__X__ | Region 2 _____ | Asotin__X__ Benton__X__ Columbia__X__ Franklin__X__ | Garfield__X__ Kittitas__X__ Walla Walla__X__ Yakima__X__ |
| Region 3 _____ | Island_____ SanJuan_____ Skagit_____ | Snohomish_____ Whatcom_____ | Region 4 _____ | King_____ | |
| Region 5 _____ | Kitsap_____ Pierce_____ | | Region 6 _____ | Clallam_____ Clark_____ Cowlitz_____ Grays Harbor_____ Jefferson_____ Klickitat__X__ Lewis_____ | Mason_____ Pacific_____ Skamania_____ Thurston_____ Wahkiakum_____ |

Exhibit C – Interpreter Pool Roster

Fiscal Year 07: July 1, 2006 – June 30, 2007

Interpreter Referral Agency: _____
Quarterly: for the months of _____ **through** _____

| | Interpreter Name | Certification | DSHS Region | County of Residence |
|-----|------------------|---------------|----------------|---------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
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| 10. | | | | |
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| 18. | | | | |
| 19. | | | | |
| 20. | | | | |
| 21. | | | | |
| 22. | | | | |
| 23. | | | | |
| 24. | | | | |
| 25. | | | | |
| 26. | | | | |
| 27. | | | | |
| 28. | | | | |
| 29. | | | | |
| 30. | | | | |

Exhibit D – Hourly Rate Price Sheet

NAME OF INDIVIDUAL OR AGENCY **SHELLY HANSEN** DATE (mm/dd/yy): **6/30/2006**

ALL INCLUSIVE HOURLY RATES:

I/we propose to offer Sign Language Interpreter Services under this contract at the following rate(s)*:

| National Association of the Deaf (NAD) | Registry of Interpreter f/t Deaf (RID) | National Interpreter Certification (NIC) | Non-Certified | Maximum Hourly Rate | Contractor Rates* | Interpreter Rates ** |
|--|--|--|----------------|---------------------|-------------------|----------------------|
| Level V | SC:L, MCSC | Certified Expert Interpreter | N/A | \$55/hr | \$____/hr | \$____/hr |
| DeafBlind Rate | DeafBlind Rate | DeafBlind Rate | | \$58/hr | \$____/hr | \$____/hr |
| | | | | | | |
| Level IV | CSC, CI and CT, RSC, CDI, CLIP-R | Certified Advanced Interpreter | QDI | \$50/hr | \$45/hr | \$____/hr |
| DeafBlind Rate | DeafBlind Rate | DeafBlind Rate | | \$53/hr | \$____/hr | \$____/hr |
| | | | | | | |
| Level III | IC, TC, IC/TC, CI, CT, OIC:C, OTC | Certified Interpreter | N/A | \$40/hr | \$____/hr | \$____/hr |
| DeafBlind Rate | DeafBlind Rate | DeafBlind Rate | | \$43/hr | \$____/hr | \$____/hr |
| | | | | | | |
| N/A | N/A | N/A | Non-Certified | \$25/hr | \$____/hr | \$____/hr |
| | | | DeafBlind Rate | \$28/hr | \$____/hr | \$____/hr |
| | | | | | | |

* DSHS will not award contracts to bids with contractor rates exceeding the maximum hourly rate limit.

** If contractor sub-contract with freelance interpreters, rates paid to these interpreters must be on price sheet. All bids with interpreter rates should be marked as proprietary.

EXHIBIT E SIGN LANGUAGE INTERPRETER REGISTRATION

| REGISTRATION | |
|--------------------------|--|
| YES | NO |
| <input type="checkbox"/> | <input type="checkbox"/> First time/new registration |
| <input type="checkbox"/> | <input type="checkbox"/> Renew annual registration |
| <input type="checkbox"/> | <input type="checkbox"/> Change of information |

Change of information listed on this form must be reported by submitting a new registration form to the Office of the Deaf and Hard of Hearing (ODHH) within 10 days of the change.

| PERSONAL INFORMATION | |
|---|---|
| APPLICANT'S NAME | SOCIAL SECURITY NUMBER |
| MAILING ADDRESS CITY STATE ZIP CODE | DATE OF BIRTH (MM-DD-YYYY) |
| COUNTY | |
| FIRST TELEPHONE NUMBER (INCLUDING AREA CODE) | |
| () - | Voice/TTY <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Pager <input type="checkbox"/> Fax |
| SECOND TELEPHONE NUMBER (INCLUDING AREA CODE) | |
| () - | Voice/TTY <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Pager <input type="checkbox"/> Fax |
| THIRD TELEPHONE NUMBER (INCLUDING AREA CODE) | |
| () - | Voice/TTY <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Pager <input type="checkbox"/> Fax |
| EMAIL ADDRESS | |
| <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Pager <input type="checkbox"/> Fax | |
| EMAIL ADDRESS | |
| <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell <input type="checkbox"/> Pager <input type="checkbox"/> Fax | |
| AVAILABILITY | |
| I am currently employed or have a contract with the following Interpreter Referral Agency(ies) under which I will be providing interpreting services (check all that apply): | |
| <input type="checkbox"/> EWCDHH – Spokane <input type="checkbox"/> Dynamic Language - Seattle <input type="checkbox"/> ASL Professionals – Tacoma <input type="checkbox"/> NW Interpreters - Vancouver <input type="checkbox"/> CSCDHH - Seattle <input type="checkbox"/> Signing Resources - Vancouver <input type="checkbox"/> Universal - Bellevue <input type="checkbox"/> SignOn - Seattle <input type="checkbox"/> Other: _____ <input type="checkbox"/> SEWSCDHH - Pasco <input type="checkbox"/> ASL Interpreter - Seattle <input type="checkbox"/> Other: _____ | |
| I am generally available on (check all that apply): | |
| <input type="checkbox"/> Days; 8 a.m. – 5 p.m.; Monday - Friday <input type="checkbox"/> 24/7; 24 hours / 7 days every week <input type="checkbox"/> Nights; 5 a.m. – 12 a.m.; Monday - Friday <input type="checkbox"/> Emergencies – one hour notice/confirmation <input type="checkbox"/> Weekends; 12 a.m. Saturday – 8 a.m.; Monday <input type="checkbox"/> Holidays | |
| COMMUNICATION MODE | |
| I predominantly use the following three (3) communication mode(s) ranked first through third (1, 2, and 3): | |
| _____ ASL _____ PSE _____ SEE _____ ORAL _____ Tactile/Closeup _____ Minimal Language _____ Other (specify): _____ | |

CERTIFICATION

I am currently certified or will be certified. Check one (1) of three (3) options below:

☐ **OPTION ONE:** New NIC certificate issued by the Registry of Interpreters for the Deaf

My new NIC certification level is: _____ and I was certified on (mm-dd-yyyy): _____

I completed the knowledge, interview and performance tests. I attached a photocopy of my RID-NIC certification with my registration form.

☐ **OPTION TWO:** Certificates issued by RID and/or NAD.

My NAD certification level is: _____ and I was certified on (mm-dd-yyyy): _____

My RID certification level is: _____ and I was certified on (mm-dd-yyyy): _____

I attached a photocopy of either/both my RID/NAD certifications with my registration form.

☐ **OPTION THREE:** I am a non-certified sign language interpreter and will be taking the NIC knowledge, interview and performance tests. I am registering as a "non-certified" interpreter. I understand I must be certified within five (5) years from date of first time/new registration with ODHHS regardless the awarding of any sign language interpreting contract at any given time. I attached three (3) reference letters from a deaf customer, a certified interpreter, and an agency with my registration form. I understand a representative of a DSHS agency cannot submit a reference letter.

RID Certification Maintenance Program (CMP):

My CMP cycle timeline begins on (mm-dd-yy): _____ and ends on (mm-dd-yy): _____

As of June 30, 20 ____ I have accumulated the following continuing education units (CEUs) in:

Professional Studies category (# of CEUs): _____

General Studies category (# of CEUs): _____

EXPERIENCE / SETTING

I started working in the interpreting profession on (mm-yyyy): _____

I am experienced and willing to interpret in the following settings (check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Mental Health | <input type="checkbox"/> Medical | <input type="checkbox"/> Drug and Alcohol |
| <input type="checkbox"/> Employment | <input type="checkbox"/> Business | <input type="checkbox"/> Rehabilitation/Vocational |
| <input type="checkbox"/> Legal/Court | <input type="checkbox"/> Administrative Hearing | <input type="checkbox"/> Minimal Language Skills |
| <input type="checkbox"/> Platform | <input type="checkbox"/> Performing Arts | <input type="checkbox"/> Deaf/Blind: Tactile or CloseUp |
| <input type="checkbox"/> K – 12 Education | <input type="checkbox"/> Post-Secondary Education | <input type="checkbox"/> Adult Education |
| <input type="checkbox"/> Children and Adult Protective Services | <input type="checkbox"/> Law Enforcement | <input type="checkbox"/> Socio-Economic Benefits |
| <input type="checkbox"/> Foreign Language (specify): _____ | | |
| <input type="checkbox"/> Other (specify): _____ | | |

EDUCATION AND TRAINING

I was _____ years old when I started signing. My background in sign language started because (check all that apply):

- ☐ Parents, family members signed to me
- ☐ Deaf friend(s) signed to me
- ☐ Became involved with the Deaf community then learned to sign
- ☐ Took ASL/Deaf studies course(s) in high school
- ☐ Took ASL/Deaf studies course(s) in college
- ☐ Took ASL/sign language course(s) at: ☐ nonprofit serving deaf ☐ adult education ☐ private school

SIGN LANGUAGE INTERPRETER REGISTRATION

EDUCATION AND TRAINING (Continued)I have a high school diploma or GED equivalent: ☐ Yes ☐ No

My background in education and training is as follows:

1. Have you
- completed**
- an Interpreter Training Program (ITP)?
- ☐
- Yes
- ☐
- No If yes, give details:

| | | |
|-----------------|---|---------------------------|
| NAME OF COLLEGE | TYPE OF ITP DEGREE <input type="checkbox"/> AA <input type="checkbox"/> BA <input type="checkbox"/> MA | GRADUATION DATE (MM-YYYY) |
|-----------------|---|---------------------------|

2. Are you
- enrolled**
- in an Interpreter Training Program (ITP)?
- ☐
- Yes
- ☐
- No If yes, give details:

| | | |
|-----------------|---|---------------------------|
| NAME OF COLLEGE | TYPE OF ITP DEGREE <input type="checkbox"/> AA <input type="checkbox"/> BA <input type="checkbox"/> MA | GRADUATION DATE (MM-YYYY) |
|-----------------|---|---------------------------|

3. Do you have a college degree (other than ITP)?
- ☐
- Yes
- ☐
- No If yes, give details:

| | |
|--|----------------|
| TYPE OF ITP DEGREE <input type="checkbox"/> AA <input type="checkbox"/> BA <input type="checkbox"/> MA <input type="checkbox"/> PHD | FIELD OF STUDY |
| TYPE OF ITP DEGREE <input type="checkbox"/> AA <input type="checkbox"/> BA <input type="checkbox"/> MA <input type="checkbox"/> PHD | FIELD OF STUDY |

DEMOGRAPHIC INFORMATION - OPTIONAL

1. Are you: ☐ Hearing ☐ Hard of Hearing ☐ Deaf
2. Do you have deaf family members? ☐ None ☐ CODA ☐ Sibling of Deaf Adult
☐ Other (specify): _____
3. Gender: ☐ Female ☐ Male
4. Ethnic: ☐ Caucasian ☐ African American ☐ Native American ☐ Asian/Pacific Islander
☐ Hispanic ☐ Other (specify): _____

SELF - DISCLOSURE

In this state or any other state, have you ever:

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Had your RID or NAD membership and/or certification lapse? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Had any substantiated allegations of a code of ethics violation pertaining to interpreting/transliterating practice by any certifying body or other agency?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Had you ever had an interpreter/transliterating Quality Assurance credential/state licensure denied, revoked or suspended? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Currently have any pending actions related to a denial, revocation, or suspension of any interpreter/transliterating credential / licensure? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Been convicted of a crime under any laws? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Currently have any criminal charges pending against you? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Found to have sexually assaulted, physically abused, or exploited a child or adult? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Found to have violated a protection order, restraining order? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Sanctioned by a disciplinary board (professional licensing board) or by agreed order had your license suspended, revoked or denied for sexual or physical abuse, neglect or exploitation of a minor or adult? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answer "Yes" to any of the questions above, please attach a letter explaining the circumstances in detail. Please be sure to provide the date, the state, and information regarding the crime and/or findings.

SIGN LANGUAGE INTERPRETER REGISTRATION

SELF – DISCLOSURE (Continued)

My signature on this registration form authorizes DSHS to review and/or obtain conviction records from the Washington State Patrol and other states; and to obtain from Washington and other states licensing information and any determination or finding of abuse, neglect or exploitation. I understand that the results of this background check will be kept in total confidence and may be released to or reviewed by DSHS when monitoring contract compliance. Any convictions or findings resulting after ODHH registration and approval shall be reported to ODHH within two working days. I have attached a copy of the Washington State Patrol self-background check and understand a copy has to be submitted to the awarded interpreter referral agency if I am an employee or sub-contractor.

REGISTRATION SUBMITTAL

I understand I must register and be approved through the Office of the Deaf and Hard of Hearing before I can accept any interpreting assignments requested by DSHS administration(s)/division(s) to provide interpreting services.

- ☐ I certify that the information which has been provided is true to the best of my knowledge.
- ☐ I have read/understand the current and revised RID Code of Ethics and agree to abide by it.
- ☐ I have read/understand the DSHS Code of Professional Conduct and agree to abide by it.
- ☐ I understand information will be on the DSHS website and Directory of Interpreters and that my social security number will not be published.
- ☐ I am a state employee and I am in compliance with DSHS Personnel Policy 531 "Employees Holding Outside Employment." A copy of the DSHS form (DSHS 03-023) or the appropriate Report of Outside Employment form is attached.

I understand that if any of the information provided above is found to be false, it may preclude me from providing services under this contract. This document is signed and sworn under penalty of perjury. I certify that the above information is true and correct.

SIGNATURE OF APPLICANT

DATE (MM/DD/YYYY)

REGISTRATION SUBMITTAL

Submit completed the registration form with original signature and the following required documentation by mail to:

- DSHS/ODHH Form – Sign Language Interpreter Registration
- Copy of RID/NAD Interpreter Certification
- Background Authorization Form
- State employees: "Report of Outside Employment" form, DSHS 03-023
- Non-certified interpreters: three (3) reference letters from one (1) deaf consumer; one (1) certified interpreter; and one (1) agency (non-DHSH customer).

Department of Social and Health Services

Office of the Deaf and Hard of Hearing

**PO Box 45301
Olympia, WA 98504-5301**



EXHIBIT F – REQUEST FOR SIGN LANGUAGE INTERPRETER



| COMPLETED BY REQUESTOR | | | |
|---|--|--|---|
| Requestor Information | 1. PERSON REQUESTING INTERPRETER FOR AN APPOINTMENT | | 2. DATE OF REQUEST |
| | 3. TELEPHONE NUMBER (INCLUDE AREA CODE) | | |
| | 4. AGENCY <input type="checkbox"/> DSHS <input type="checkbox"/> Other (specify): | | 5. DSHS ADMINISTRATION/DIVISION OR SERVICE/MEDICAL PROVIDER |
| 6. BILLING ADDRESS | | 7. INTERPRETER REFERRAL AGENCY | 8. ORGANIZATIONAL UNIT |
| Appointment Information | 1. APPOINTMENT BEGIN DATE | | 2. SCHEDULED START TIME |
| | APPOINTMENT END DATE | | 3. SCHEDULED END TIME |
| | | | <input type="checkbox"/> AM <input type="checkbox"/> PM |
| | 4. APPOINTMENT ADDRESS | | 5. BUILDING FLOOR ROOM |
| | 6. APPOINTMENT CONTACT | | 7. CLIENT/EMPLOYEE NAME (OR DASA APPROVAL NUMBER) |
| | 8. CLIENT IDENTIFICATION NUMBER | | PIC CODE (ON DSHS MEDICAL IDENTIFICATION CARD) |
| | OR | | |
| | 9. CLIENT COMMUNICATION PREFERENCE <input type="checkbox"/> American Sign Language <input type="checkbox"/> Pidgin Signed English <input type="checkbox"/> Signed Exact English <input type="checkbox"/> Oral <input type="checkbox"/> Tactile OR <input type="checkbox"/> Close Up | | |
| | 10. TYPE OF APPOINTMENT SETTING <input type="checkbox"/> Child/Adult Protective Services <input type="checkbox"/> Drug and Alcohol <input type="checkbox"/> Mental Health <input type="checkbox"/> Business <input type="checkbox"/> Legal/Court <input type="checkbox"/> Platform <input type="checkbox"/> Post-Secondary Education <input type="checkbox"/> Socio-Economic Benefits <input type="checkbox"/> Employment <input type="checkbox"/> Adult Education <input type="checkbox"/> K-12 Education <input type="checkbox"/> Administrative Hearing <input type="checkbox"/> Rehabilitation/Vocational <input type="checkbox"/> Medical <input type="checkbox"/> Performing Arts <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Other (specify): | | |
| | 11. Specific interpreter requested: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of interpreter requested: | | |
| | Confirmation Information | COMPLETED BY INTERPRETER REFERRAL AGENCY/CONTRACTOR | |
| 1. INTERPRETER NAME | | CERTIFICATION LEVEL | |
| 2. APPOINTMENT <input type="checkbox"/> Filled <input type="checkbox"/> Unfilled | | 3. CONFIRMATION NOTIFIED TO REQUESTER WITHIN 48 HOURS? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 4. TRACKING NUMBER | | | |
| Billing Information | COMPLETED BY INTERPRETER | | |
| | 1. ORIGIN ADDRESS OF PREVIOUS APPOINTMENT | | 2. DESTINATION ADDRESS OF NEXT/LAST APPOINTMENT |
| | 3. SERVICE | 4. MILEAGE | 5. TRAVEL TIME (MAA DOES NOT PAY FOR TRAVEL TIME) |
| | Start time: | Mileage to appointment: | Travel time to appointment: |
| | End time: | Mileage from appointment: | Travel time from appointment: |
| | Total billing time: | Total mileage: | Total travel time: |
| | 6. Other fees incurred (parking, ferry, etc.): | | |
| Verification Information | COMPLETED AT TIME OF APPOINTMENT BY INTERPRETER AND DSHS/PROVIDER STAFF | | |
| | SERVICE: | | |
| | 1. Was this service completed? <input type="checkbox"/> Yes, complete VERIFICATION section below <input type="checkbox"/> No, check the correct reason why this service was not completed: | | |
| | NO SHOW BY: <input type="checkbox"/> Client <input type="checkbox"/> DSHS/State Employee <input type="checkbox"/> Service/Medical Provider <input type="checkbox"/> Interpreter <input type="checkbox"/> Other (specify): | | |
| | CANCELLATION BY: <input type="checkbox"/> Client <input type="checkbox"/> DSHS/State Employee <input type="checkbox"/> Service/Medical Provider <input type="checkbox"/> Interpreter <input type="checkbox"/> Other (specify): | | |
| | WAS CANCELLATION: <input type="checkbox"/> Made with more than 48 hours notice? <input type="checkbox"/> Made with less than 48 hours notice? Date/Time of cancellation notice: <input type="checkbox"/> AM <input type="checkbox"/> PM | | |
| | VERIFICATION: | | |
| | 2. INTERPRETER'S SIGNATURE | | DATE |
| | DO NOT SIGN unless sections above are completed. Be sure to check for accuracy and for the interpreter's signature above. Interpreter signature not required if cancelled. Use the comments section as needed. | | |
| | 3. SIGNATURE OF STATE OR PROVIDER EMPLOYEE CONFIRMING SERVICE DELIVERY | | DATE |
| PRINT NAME HERE | | TITLE/POSITION | |
| 4. COMMENTS | | | |

Instructions
Request for Sign Language Interpreter

Please Note: Some DSHS administrations may place restrictions on completion of sections of this form due to confidentiality requirements.

Requestor Information: Completed by Requestor

1. Enter the name of the person requesting an interpreter.
2. Enter the date the request for an interpreter is made.
3. Enter the telephone number of the person requesting an interpreter.
4. Select whether the appointment is being scheduled for DSHS or another agency. If it is for another agency, please specify.
5. Specify the DSHS Administration/Division or contracted provider requesting an interpreter.
6. Enter the billing address.
7. Enter the Interpreter Referral Agency contacted to schedule an interpreter.
8. Enter the Organizational Unit code for the requesting state agency.

Appointment Information: Completed by Requestor

1. Enter the begin date and the end date of the appointment.
2. Enter the time the appointment is scheduled to start (the time the interpreter is expected to begin interpreting).
3. Enter the time the appointment is expected to end.
4. Enter the address of the place of business/facility for the appointment.
5. Enter the building name, floor and/or room number of the appointment.
6. Enter the name and telephone number of the contact person for the appointment.
7. Enter the client/employee's name and gender. Confidentiality requires use of the DASA approval number.
8. Enter the Patient Identification Code (PIC) for medical appointments. Enter the client's last four numbers of their Social Security Number in the Client ID number section for Division of Disability Determination Services appointments. Enter the Client Identification number for all other clients. Be sure the number matches the one on the DSHS-issued card.
9. Select the client's/employee's communication preference. Be sure the interpreter requested is appropriate for the communication preference.
10. Select the setting best describing the type of appointment.
11. Select whether a specific interpreter is requested or not by the client/employee. Enter the name of the requested interpreter.

Confirmation Information: Completed by Interpreter Referral Agency/Contractor

1. The Interpreter Referral Agency assigns an interpreter and enters the name, telephone number and certification level.
2. Select whether the appointment was filled or unfilled with an assigned interpreter.
3. Select whether confirmation of the appointment was notified to the requester within 48 hours of the request.
4. Enter the interpreter referral agency/contractor tracking number.

Billing Information: Completed by Interpreter

1. Enter the address of interpreter's previous appointment.
2. Enter the address of the interpreter's next appointment.
3. Enter the actual start time, end time and total billing time of the appointment. Appointments lasting longer than the one-hour minimum, round up to the nearest one half hour.
- 4 or 5. Enter the mileage OR travel time to and from the appointment, including total mileage, and total travel time.
6. Enter other fees incurred by the interpreter for the appointment (parking, ferry, etc.).

Verification Information: Completed at Time of Appointment by Interpreter and DSHS/Provider Staff

1. Select whether the service was completed or not. If not, check the correct reason why the service was not completed.
2. The interpreter signs and dates this section. (If cancelled, the interpreter's signature is not required.)
3. The person who signs and dates here represents the requester and validates the interpreter service has been provided. The person should also print his/her name and indicate his/her title or position.
4. Add any relevant comments, especially for any section already completed that is not self-explanatory. This section may also be used to note any disagreement between the contractor or interpreter and the client, contact person, or requester to show satisfaction with the services received. If additional space is needed, attach additional sheets.

Exhibit G –Guidelines – RID-NAD Code of Professional Conduct

TENETS

1. Interpreters adhere to standards of confidential communication.
2. Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
3. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
4. Interpreters demonstrate respect for consumers.
5. Interpreters demonstrate respect for colleagues, interns, and students of the profession.
6. Interpreters maintain ethical business practices.
7. Interpreters engage in professional development.

APPLICABILITY

- A. This Code of Professional Conduct applies to certified and associate members of the Registry of Interpreters for the Deaf, Inc., Certified members of the National Association of the Deaf, interns, and students of the profession.
- B. Federal, state or other statutes or regulations may supersede this Code of Professional Conduct. When there is a conflict between this code and local, state, or federal laws and regulations, the interpreter obeys the rule of law.
- C. This Code of Professional Conduct applies to interpreted situations that are performed either face-to-face or remotely.

DEFINITIONS

For the purpose of this document, the following terms are used:

Colleagues: Other interpreters.

Conflict of Interest: A conflict between the private interests (personal, financial, or professional) and the official or professional responsibilities of an interpreter in a position of trust, whether actual or perceived, deriving from a specific interpreting situation.

Consumers: Individuals and entities who are part of the interpreted situation. This includes individuals who are deaf, deaf-blind, hard of hearing, and hearing.

1.0 CONFIDENTIALITY

Tenet: Interpreters adhere to standards of confidential communication.

Guiding Principle: Interpreters hold a position of trust in their role as linguistic and cultural facilitators of communication. Confidentiality is highly valued by consumers and is essential to protecting all involved.

Each interpreting situation (e.g., elementary, secondary, and post-secondary education, legal, medical, mental health) has a standard of confidentiality. Under the reasonable interpreter standard, professional interpreters are expected to know the general requirements and applicability of various levels of confidentiality. Exceptions to confidentiality include, for example, federal and state laws requiring mandatory reporting of abuse or threats of suicide, or responding to subpoenas.

Illustrative Behavior - Interpreters:

- 1.1 Share assignment-related information only on a confidential and “as-needed” basis (e.g., supervisors, interpreter team members, members of the educational team, hiring entities).
- 1.2 Manage data, invoices, records, or other situational or consumer-specific information in a manner consistent with maintaining consumer confidentiality (e.g., shredding, locked files).
- 1.3 Inform consumers when federal or state mandates require disclosure of confidential information.

2.0 PROFESSIONALISM

Tenet: Interpreters possess the professional skills and knowledge required for the specific interpreting situation.

Guiding Principle: Interpreters are expected to stay abreast of evolving language use and trends in the profession of interpreting as well as in the American Deaf community.

Interpreters accept assignments using discretion with regard to skill, communication mode, setting, and consumer needs. Interpreters possess knowledge of American Deaf culture and deafness-related resources.

Illustrative Behavior - Interpreters:

- 2.1 Provide service delivery regardless of race, color, national origin, gender, religion, age, disability, sexual orientation, or any other factor.
- 2.2 Assess consumer needs and the interpreting situation before and during the assignment and make adjustments as needed.
- 2.3 Render the message faithfully by conveying the content and spirit of what is being communicated, using language most readily understood by consumers, and correcting errors discreetly and expeditiously.
- 2.4 Request support (e.g., certified deaf interpreters, team members, language facilitators) when needed to fully convey the message or to address exceptional communication challenges (e.g. cognitive disabilities, foreign sign language, emerging language ability, or lack of formal instruction or language).
- 2.5 Refrain from providing counsel, advice, or personal opinions.
- 2.6 Judiciously provide information or referral regarding available interpreting or community resources without infringing upon consumers’ rights.

3.0 CONDUCT

Tenet: Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.

Guiding Principle: Interpreters are expected to present themselves appropriately in demeanor and appearance. They avoid situations that result in conflicting roles or perceived or actual conflicts of interest.

Illustrative Behavior - Interpreters:

- 3.1 Consult with appropriate persons regarding the interpreting situation to determine issues such as placement and adaptations necessary to interpret effectively.
- 3.2 Decline assignments or withdraw from the interpreting profession when not competent due to physical, mental, or emotional factors.
- 3.3 Avoid performing dual or conflicting roles in interdisciplinary (e.g. educational or mental health teams) or other settings.
- 3.4 Comply with established workplace codes of conduct, notify appropriate personnel if there is a conflict with this Code of Professional Conduct, and actively seek resolution where warranted.
- 3.5 Conduct and present themselves in an unobtrusive manner and exercise care in choice of attire.
- 3.6 Refrain from the use of mind-altering substances before or during the performance of duties.
- 3.7 Disclose to parties involved any actual or perceived conflicts of interest.
- 3.8 Avoid actual or perceived conflicts of interest that might cause harm or interfere with the effectiveness of interpreting services.
- 3.9 Refrain from using confidential interpreted information for personal, monetary, or professional gain.
- 3.10 Refrain from using confidential interpreted information for the benefit of personal or professional affiliations or entities.

4.0 RESPECT FOR CONSUMERS

Tenet: Interpreters demonstrate respect for consumers.

Guiding Principle: Interpreters are expected to honor consumer preferences in selection of interpreters and interpreting dynamics, while recognizing the realities of qualifications, availability, and situation.

Illustrative Behavior - Interpreters:

- 4.1 Consider consumer requests or needs regarding language preferences, and render the message accordingly (interpreted or transliterated).
- 4.2 Approach consumers with a professional demeanor at all times.
- 4.3 Obtain the consent of consumers before bringing an intern to an assignment.
- 4.4 Facilitate communication access and equality, and support the full interaction and independence of consumers.

5.0 RESPECT FOR COLLEAGUES

Tenet: Interpreters demonstrate respect for colleagues, interns and students of the profession.

Guiding Principle: Interpreters are expected to collaborate with colleagues to foster the delivery of effective interpreting services. They also understand that the manner in which they relate to colleagues reflects upon the profession in general.

Illustrative Behavior - Interpreters:

- 5.1 Maintain civility toward colleagues, interns, and students.
- 5.2 Work cooperatively with team members through consultation before assignments regarding logistics, providing professional and courteous assistance when asked and monitoring the accuracy of the message while functioning in the role of the support interpreter.
- 5.3 Approach colleagues privately to discuss and resolve breaches of ethical or professional conduct through standard conflict resolution methods; file a formal grievance only after such attempts have been unsuccessful or the breaches are harmful or habitual.
- 5.4 Assist and encourage colleagues by sharing information and serving as mentors when appropriate.
- 5.5 Obtain the consent of colleagues before bringing an intern to an assignment.

6.0 BUSINESS PRACTICES

Tenet: Interpreters maintain ethical business practices.

Guiding Principle: Interpreters are expected to conduct their business in a professional manner whether in private practice or in the employ of an agency or other entity. Professional interpreters are entitled to a living wage based on their qualifications and expertise. Interpreters are also entitled to working conditions conducive to effective service delivery.

Illustrative Behavior - Interpreters:

- 6.1 Accurately represent qualifications, such as certification, educational background, and experience, and provide documentation when requested.
- 6.2 Honor professional commitments and terminate assignments only when fair and justifiable grounds exist.
- 6.3 Promote conditions that are conducive to effective communication, inform the parties involved if such conditions do not exist, and seek appropriate remedies.
- 6.4 Inform appropriate parties in a timely manner when delayed or unable to fulfill assignments.
- 6.5 Reserve the option to decline or discontinue assignments if working conditions are not safe, healthy, or conducive to interpreting.
- 6.6 Refrain from harassment or coercion before, during, or after the provision of interpreting services.
- 6.7 Render pro bono services in a fair and reasonable manner.

6.8 Charge fair and reasonable fees for the performance of interpreting services and arrange for payment in a professional and judicious manner.

7.0 PROFESSIONAL DEVELOPMENT

Tenet: Interpreters engage in professional development.

Guiding Principle: Interpreters are expected to foster and maintain interpreting competence and the stature of the profession through ongoing development of knowledge and skills.

Illustrative Behavior - Interpreters:

7.1 Increase knowledge and strengthen skills through activities such as:

- pursuing higher education;
- attending workshops and conferences;
- seeking mentoring and supervision opportunities;
- participating in community events; and
- engaging in independent studies.

7.2 Keep abreast of laws, policies, rules, and regulations that affect the profession.

**Language Interpreter and Translator
Code of Professional Conduct**

1. Accuracy

Interpreters/translators shall always thoroughly and faithfully render the source language message; omitting or adding nothing, giving consideration to linguistic variations in both source and target languages, and conserving the tone and spirit of the source language message.

2. Cultural Sensitivity -- Courtesy

Interpreters/translators shall be culturally competent, sensitive, and respectful of the individual(s) they serve.

3. Confidentiality

Interpreters/translators shall not divulge any information obtained through their assignments, including but not limited to information gained through access to documents or other written materials.

4. Disclosure

Interpreters/translators shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when that information is not privileged by law to be confidential.

5. Proficiency

Interpreters/translators shall meet the minimum proficiency standard set by DSHS by passing the required certification examination or screening evaluation.

6. Compensation

The fee schedule agreed to between the contracted language services providers and the department shall be the maximum compensation accepted. Interpreters/translators shall not accept additional money, considerations, or favors for services reimbursed by the department. Interpreters/translators shall not use for private or others' gain or advantage, the department's time or facilities, equipment or supplies, nor shall they use or attempt to use their position to secure privileges or exemptions.

7. Non-discrimination

Interpreters/translators shall always be neutral, impartial and unbiased. Interpreters/translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status, or religious, political or sexual orientation. If interpreters/translators are unable to ethically perform in a given situation, the interpreters/translators shall refuse or withdraw from the assignment without threat or retaliation.

8. Self-evaluation

Interpreters/translators shall accurately and completely represent their certifications, training, and experience.

9. Impartiality -- Conflict of Interest

Interpreters/translators shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of service. Providing interpreter translation services for family members or friends may violate the individual's right to confidentiality, constitute a conflict of interest, or violate a DSHS contract or subcontract.

10. Professional Demeanor

Interpreters/translators shall be punctual, prepared, and dressed in a manner appropriate, and not distracting, for the situation.

11. Scope of Practice

Interpreters/translators shall not counsel, refer, give advice, or express personal opinions to individuals for whom they are interpreting/translating, or engage in any other activities which may be construed to constitute a service other than interpreting/translating. Interpreters are prohibited from having unsupervised access to clients, including but not limited to phoning clients directly, other than at the request of a DSHS employee or DSHS-contracted service provider (e.g. medical provider). Interpreters are also prohibited from marketing their interpreter services to clients, including but not limited to arranging services or appointments for clients in order to create business for themselves. Additionally, interpreters shall not transport DSHS clients for any DSHS business, including social service or medical appointments.

12. Reporting Obstacles to Practice

Interpreters/translators shall assess at all times their ability to interpret/translate. Should interpreters/translators have any reservations about their competency, they must immediately notify the parties and offer to withdraw without threat of retaliation. Interpreters/translators may remain until more appropriate interpreters/translators can be secured.

13. Ethical Violations

Interpreters/translators shall immediately withdraw from encounters they perceive as violations of this Code. Any violation of the Code of Professional Conduct may cause termination of the contract and or prohibition from serving DSHS clients.

14. Professional Development

Interpreters/translators shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.

THIS CODE APPLIES TO ALL PERSONS PROVIDING LANGUAGE INTERPRETING OR TRANSLATION SERVICES AND MUST BE COMPLIED WITH AT ALL TIMES.

Exhibit I – Guidelines – Description of Certification Levels

* Denotes certification not recognized for ASL contract

National Interpreter Certification (NIC)

Source: Registry of Interpreters for the Deaf

All three levels of this certification are considered professional-level certified interpreters. For the interview portion, certificate holders have demonstrated decision-making skills that meet or exceed basic professional standards. For the performance portion, certificate holders have demonstrated interpreting and transliterating performances that meet or exceed basic professional standards. Holders of all levels of the NIC are recommended for a broad range of interpretation and transliteration assignments.

The three certification levels are:

NIC

Those who pass at this level have shown basic professional-level interpreting and transliterating skills.

NIC Advanced

Those who pass at this level have scored within the standard range on the interview portion and high on the performance portion of the examination.

NIC Master

Those awarded the NIC Master designation scored high on both the interview and performance portions of the test.

National Association of the Deaf (NAD) Certification

Source: www.idhhc.state.il.us/interpreter/certifications.htm

*** Level-I (Novice I)**

The individual who attains this level possesses good voice-to-sign skills but may not know the appropriate sign for everything needed. Also, the individual possess minimal sign-to-voice skills and may fingerspell more than necessary.

*** Level-II (Novice II)**

The individual who attains this level possesses good voice-to-sign skills and fingerspells less than those who posses Novice I skills. The individual possess fair sign-to-voice skills, may lag behind farther than is comfortable, and delete more than is acceptable.

Level-III (Generalist)

The individual who attains this level possesses above average voice-to-sign skills, and good sign-to-voice skills, & demonstrates the interpreting skills necessary for some situations.

Level-IV (Advanced)

The individual who attains this level possesses excellent voice-to-sign skills and above average sign-to-voice skills, & demonstrates the interpreting skill necessary for most situations.

Level-V (Master Superior)

The individual who attains this level possesses superior voice-to-sign skills and excellent sign-to-voice skills, & demonstrates the interpreting Skill necessary for just about all situations.

Registry of Interpreters for the Deaf (RID) Certification

Source: www.rid.org

CI (Certificate of Interpretation)

Holders of this certificate are recognized as fully certified in Interpretation and have demonstrated the ability to interpret between American Sign Language (ASL) and spoken English in both sign-to-voice and voice-to-sign. The interpreter's ability to transliterate is not considered in this certification. Holders of the CI are recommended for a broad range of interpretation assignments. This test is currently available.

CT (Certificate of Transliteration)

Holders of this certificate are recognized as fully certified in Transliteration and have demonstrated the ability to transliterate between English-based sign language and spoken English in both sign-to-voice and voice-to-sign. The transliterator's ability to interpret is not considered in this certification. Holders of the CT are recommended for a broad range of transliteration assignments. This test is currently available.

CI and CT (Certificate of Interpretation and Certificate of Transliteration)

Holders of both full certificates (as listed above) have demonstrated competence in both interpretation and transliteration. Holders of the CI and CT are recommended for a broad range of interpretation and transliteration assignments.

* CLIP (Conditional Legal Interpreting Permit)

Holders of this conditional permit completed an RID recognized training program designed for interpreters and transliterators who work in legal settings. Generalist certification (CI and CT, or CSC) was required prior to enrollment in the training program. Holders of this conditional permit are recommended for a broad range of assignments in the legal setting. The CLIP is no longer available.

CLIP-R (Conditional Legal Interpreting Permit-Relay)

Holders of this conditional permit have completed an RID recognized training program designed for interpreters and transliterators who work in legal settings and who are also Deaf or hard-of-hearing. Generalist certification for interpreters/transliterators who are Deaf or hard-of-hearing (RSC, CDI-P, or CDI) is required prior to enrollment in the training program. This permit is valid until one year after the Specialist Certificate: Legal written and performance test for Deaf interpreters is available nationally. CLIP-R holders must take and pass the new legal certification examination in order to maintain certification in the specialized area of interpreting in legal settings. Holders of this conditional permit are recommended for a broad range of assignments in the legal setting. The CLIP-R is still offered.

* CDI-P (Certified Deaf Interpreter-Provisional)

Holders of this provisional certification are interpreters who are Deaf or hard-of-hearing and who have demonstrated a minimum of one year experience working as an interpreter, completion of at least 8 hours of training on the RID Code of Ethics, and 8 hours of training in general interpretation as it relates to the interpreter who is Deaf or hard-of-hearing. Holders of this certificate are recommended for a broad range of assignments where an interpreter who is Deaf or hard-of-hearing would be beneficial. The CDI-P is no longer available.

CDI (Certified Deaf Interpreter)

Holders of this certification are interpreters who are Deaf or hard-of-hearing and who have completed at least 8 hours of training on the RID Code of Ethics, and 8 hours of training in general interpretation as it relates to the interpreter who is Deaf or hard-of-hearing and have passed a comprehensive combination written and performance test. Holders of this certificate are recommended for a broad range of assignments where an interpreter who is Deaf or hard-of-hearing would be beneficial. This test is currently available.

CSC (Comprehensive Skills Certificate)

Holders of this full certificate have demonstrated the ability to interpret between American Sign Language and spoken English and to transliterate between spoken English and an English-based sign language. Holders of this certificate are recommended for a broad range of interpreting and transliterating assignments. The CSC examination was offered until 1987. This test is no longer offered.

MCSC (Master Comprehensive Skills Certificate)

The MCSC examination was designed with the intent of testing for a higher standard of performance than the CSC. Holders of this certificate were required to hold the CSC prior to taking this exam. Holders of this certificate are recommended for a broad range of interpreting and transliterating assignments. This certificate is no longer offered.

RSC (Reverse Skills Certificate)

Holders of this full certificate demonstrated the ability to interpret between American Sign Language and English-based sign language or transliterate between spoken English and a signed code for English. Holders of this certificate are Deaf or hard-of-hearing and interpretation/transliteration is rendered in American Sign Language, spoken English, a signed code for English or written English. Holders of the RSC are recommended for a broad range of interpreting assignments where the use of an interpreter who is Deaf or hard-of-hearing would be beneficial. This certificate is no longer offered. People interested in this area should take the CDI exam.

SC:L (Specialist Certificate: Legal)

Holders of this specialist certificate have demonstrated specialized knowledge of legal settings and greater familiarity with language used in the legal system. Generalist certification and documented training and experience is required prior to sitting for this exam. Holders of the SC:L are recommended for a broad range of assignments in the legal setting. This test is currently available.

* Prov. SC:L (Provisional Specialist Certificate: Legal)

Holders of this provisional certificate hold generalist certification and have completed RID approved legal training. Holders of this certificate are recommended for assignments in the legal setting. Prov. SC:L is no longer available.

* SC:PA (Specialist Certificate: Performing Arts)

Holders of this certificate were required to hold RID generalist certification (CSC) prior to sitting for this examination and have demonstrated specialized knowledge in performing arts interpretation. Holders of this certificate are recommended for a broad range of assignments in the performing arts setting. The SC:PA is no longer offered.

OTC (Oral Transliteration Certificate)

Holders of this generalist certificate have demonstrated, using silent oral techniques and natural gestures, the ability to transliterate a spoken message from a person who hears to a person who is deaf or hard-of-hearing and the ability to understand and repeat the message and intent of the speech and mouth movements of the person who is deaf or hard-of-hearing. This test is currently available.

OIC:C (Oral Interpreting Certificate: Comprehensive)

Holders of this generalist certificate demonstrated the ability to transliterate a spoken message from a person who hears to a person who is deaf or hard-of-hearing and the ability to understand and repeat the message and intent of the speech and mouth movements of the person who is deaf or hard-of-hearing. This certification is no longer offered. Individuals wishing oral certification should take the OTC exam noted above.

* OIC:S/V (Oral Interpreting Certificate: Spoken to Visible)

Holders of this partial certificate demonstrated the ability to transliterate a spoken message from a person who hears to a person who is deaf or hard-of-hearing. This individual received scores on the OIC:C examination which prevented the awarding of full OIC:C certification. The OIC:S/V is no longer offered. Individuals wishing oral certification should take the OTC exam noted above.

* OIC:V/S (Oral Interpreting Certificate: Visible to Spoken)

Holders of this partial certificate demonstrated ability to understand the speech and silent mouth movements of a person who is deaf or hard-of-hearing and to repeat the message for a hearing person. This individual received scores on the OIC:C examination which prevented the awarding of full OIC:C certification. The OIC:V/S is no longer offered. Individuals wishing oral certification should take the OTC exam noted above.

IC/TC (Interpretation Certificate/Transliteration Certificate)

Holders of this partial certificate demonstrated ability to transliterate between English and a signed code for English and the ability to interpret between American Sign Language and spoken English. This individual received scores on the CSC examination which prevented the awarding of full CSC certification. The IC/TC is no longer offered.

IC (Interpretation Certificate)

Holder of this partial certificate demonstrated ability to interpret between American Sign Language and spoken English. This individual received scores on the CSC examination which prevented the awarding of full CSC certification or partial IC/TC certification. The IC was formerly known as the Expressive Interpreting Certificate (EIC). The IC is no longer offered.

TC (Transliteration Certificate)

Holders of this partial certificate demonstrated the ability to transliterate between spoken English and a signed code for English. This individual received scores on the CSC examination which prevented the awarding of full CSC certification or IC/TC certification. The TC was formerly known as the Expressive Transliterating Certificate (ETC). The TC is no longer offered.

Exhibit J – Guidelines – Matching Qualified Interpreter with Appointment Setting

The following list of appointment settings and situations to determine appropriate interpreters being assigned by the contractor is intended as a guideline and is not all-inclusive. The requester/contractor should find a comparable or similar setting/situation on this guideline. Each setting/situation should be carefully evaluated and given consideration to the customer's expressed communication needs, preferred interpreter choices and the expected complexity of the appointment. Often special circumstances or unique communication needs will warrant the use of an interpreter regardless of the setting/situation such as Minimal Language Skills. This guideline was modified from the Texas Division for Deaf and Hard of Hearing Services resource; <http://www.tcdhh.state.tx.us/beilvls.htm>

MINIMAL LANGUAGE SKILLS IN ALL APPOINTMENT SETTINGS

Usually, a client with minimal language skills can be one that has a minimal concept of language and/or does not know sign language but rather gestures or uses home signs. In other instances, the client may have a language, knowing another country sign language; i.e. Russian Sign Language (RSL) or Mexican Sign Language (MSL), but does not know American Sign Language (ASL) and/or spoken/written English.

RSC, CDI, QDI, CLIP-R - Deaf or hard of hearing holders of these certificates are recommended for a broad range of assignments for clients with minimal language skills in conjunction with a hearing interpreter. These deaf and/or hard of hearing interpreters are capable of signing or relaying information signed in ASL by a certified or non-certified hearing interpreter in a way that is best understood by the deaf client. A deaf or hard of hearing interpreter will be utilized when deemed appropriate by the requester.

LEGAL/COURT SETTING

SITUATIONS:

- All legal and/or court settings
- If no SC:Ls are available, it is highly recommended that NAD V or RID MCSC interpreters be used in all court proceedings.

Recommendation:

| NAD | RID | NIC | Non-Certified |
|-----|---|------------------|---------------|
| V | SC:L, MCSC, CSC, CI and CT, RSC, CDI, CLIP-R, OIC:C | Certified Expert | QDI |

GOVERNMENT SETTING

SITUATIONS:

- Economic Services, Food Stamps, Social Security, Medicare/ Medicaid, Welfare Card for Services, Benefit Program
- Driver License Testing
- Application for Services
- Voter Registration
- Political Events
- Inquiries regarding eligibility for services

Recommendation:

| NAD | RID | NIC | Non-Certified |
|------------------|--|--|---------------|
| Level III, IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP-R, IC,TC, IC/TC, CI, CT, OIC:C, OTC | Certified Certified Advance Certified Expert | Yes |

SITUATIONS:

- Administrative/City Council/Governmental Proceedings
- Governmental Procedures: Federal, State, Municipal or Private Agencies
- Legislation
- Discrimination Proceedings - Prior to Court
- Tax Assessment/Appeal Proceedings

Recommendation:

| NAD | RID | NIC | Non-Certified |
|-------------|---|---------------------------------------|---------------|
| Level IV, V | MCSC, CSC, CI and CT, IC or TC, CI or CT or IC/TC, OIC:C, OTC | Certified Advance Certified Expert | No |

MEDICAL/MENTAL HEALTH/DRUG & ALCOHOL SETTING**SITUATIONS:**

- Routine - Eye Exam, Lab Work
- Physical Therapy, Audiological (hearing exam), Dental Care

Recommendation:

| NAD | RID | NIC | Non-Certified |
|------------------|---|--|---------------|
| Level III, IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP-R, IC, TC, IC/TC, CI, CT, OIC:C, OTC | Certified Certified Advance Certified Expert | Yes |

SITUATIONS:

- Routine - Physical, Hospital Admission, Neurological
- Counseling - Mental Health, Doctor, Diagnostic Interviews, Alcoholics Anonymous, Substance Abuse
- Classes - Child Birth, Planned Parenthood
- Therapy - Chemotherapy, Chiropractic, Ontological

Recommendation:

| NAD | RID | NIC | Non-Certified |
|-------------|--|---------------------------------------|---------------|
| Level IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP-R, OIC:C, OTC | Certified Advance Certified Expert | No |

SITUATIONS:

- Emergency Room, Minor Surgery, Abortion, Extensive Eye Exam
- Major Surgery
- Psychiatric Counseling, Evaluation

Recommendation:

| NAD | RID | NIC | Non-Certified |
|---------|------------------------------------|------------------|---------------|
| Level V | MCSC, RSC, CDI, CLIP-R, OIC:C, OTC | Certified Expert | Yes |

PLATFORM SETTING

SITUATIONS:

- Speakers or Lectures
 - Conferences: Workshops/Breakout Sessions
 - Deaf speakers needing quality sign-to-voice interpreting skills, higher level recommended.
- Recommendation:

| NAD | RID | NIC | Non-Certified |
|------------------|--|--|---------------|
| Level III, IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP-R, IC,TC, IC/TC, CI, CT, OIC:C, OTC | Certified Certified Advance Certified Expert | Yes |

K-12 / POST-SECONDARY / ADULT EDUCATION SETTING**SITUATIONS:**

- Registration, Classroom, Extracurricular Activities Educational Workshops
 - Classroom, Educational Lectures, Continuing Education, Defensive Driving, Labs
 - Support Services – Parent/Teacher Conference, Orientation, Tutoring, Diagnostics, Evaluations, Academic Counseling
 - It is strongly recommended that higher level certification be used in post-secondary education, preferably interpreters with bachelor/master degrees in any field.
- Recommendation:

| NAD | RID | NIC | Non-Certified |
|------------------|--|--|---------------|
| Level III, IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP-R, IC,TC, IC/TC, CI, CT, OIC:C, OTC | Certified Certified Advance Certified Expert | Yes |

EMPLOYMENT SETTING**SITUATIONS:**

- Employment Related Job Interview/Application
- Recommendation:

| NAD | RID | NIC | Non-Certified |
|------------------|--|--|---------------|
| Level III, IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP-R, IC,TC, IC/TC, CI, CT, OIC:C, OTC | Certified Certified Advance Certified Expert | Yes |

SITUATIONS:

- Employment Related Employee/ Employer Meeting, Union Meeting
- Recommendation:

| NAD | RID | NIC | Non-Certified |
|-------------|---|---------------------------------------|---------------|
| Level IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP-R, OIC:C | Certified Advance Certified Expert | Yes |

SOCIO-ECONOMIC SETTING

SITUATIONS:

- Public or Private Organizations social/economic benefit programs
- Application for Services
- Inquiries regarding eligibility for services

Recommendation:

| NAD | RID | NIC | Non-Certified |
|------------------|--|--|---------------|
| Level III, IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP- R, IC,TC, IC/TC, CI, CT, OIC:C, OTC | Certified Certified Advance Certified Expert | Yes |

BUSINESS SETTING

SITUATIONS:

- Banking/Financial Services
- Wedding/Funeral Arrangements
- Auto Dealerships
- Professional Services
- Real Estate

Recommendation:

| NAD | RID | NIC | Non-Certified |
|------------------|--|--|---------------|
| Level III, IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP- R, IC,TC, IC/TC, CI, CT, OIC:C, OTC | Certified Certified Advance Certified Expert | Yes |

REHABILITATION/VOCATIONAL SETTING

SITUATIONS:

- Independent Living Basic Living Skills
- Halfway housing
- Basic Job Readiness Training (Semi skilled technical or unskilled labor), Interview, Tutoring

Recommendation:

| NAD | RID | NIC | Non-Certified |
|------------------|--|--|---------------|
| Level III, IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP- R, IC,TC, IC/TC, CI, CT, OIC:C, OTC | Certified Certified Advance Certified Expert | Yes |

SITUATIONS:

- Group Meetings, On-the-Job Training (Skilled Technical), Counseling, Diagnostic Evaluation, Sheltered Workshop

Recommendation:

| NAD | RID | NIC | Non-Certified |
|-------------|--|---|---------------|
| Level IV, V | MCSC, CSC, CI and CT, RSC, CDI, CLIP- R, OIC:C | Certified Advance Certified Expert | Yes |



BACKGROUND CHECK IDENTIFICATION VERIFICATION

Beginning date of employment or volunteer status _____.

Photocopy of:
Driver's License, Identification Card, or U.S.
Passport

(Document must be issued by a state or outlying
possession of the United States, or by federal, state
or local government agencies or entities (provided it
contains a photograph or information such as name,
date of birth, gender, height, eye color and address))

I am authorized to verify the true identity of the person named in the identification document(s). I have examined the original document(s) in the presence of the above person. The document above appears to be genuine and verifies the person.

I am verifying the identity as:

- ☐ A manager, director, owner, or board member of the organization as a DSHS Contractor.
- ☐ A designated employee of a DSHS Contractor authorized by management.
- ☐ A Notary Public currently licensed in the State of _____.
- ☐ An employee from the Office of the Deaf and Hard of Hearing.

| | | |
|--|--|-------|
| SIGNATURE OF AUTHORIZED REPRESENTATIVE | | DATE |
| PRINT NAME HERE | | TITLE |



BACKGROUND AUTHORIZATION

Please print clearly and use BLACK INK.

Exhibit L

Instructions attached.

SECTION 1. ENTITY INFORMATION (COMPLETED BY DSHS STAFF, PROVIDER, APPLICANT, LICENSEE, AND/OR CONTRACTOR)

1. NAME OF ENTITY REQUESTING BACKGROUND CHECK (REQUIRED)

2. NAME AND SIGNATURE OF PERSON REQUESTING BACKGROUND CHECK TO BE COMPLETED BY DSHS (REQUIRED)

PRINTED NAME:

SIGNATURE:

3. PURPOSE OF BACKGROUND CHECK (REQUIRED ONLY FOR CHILDREN'S ADMINISTRATION, ECONOMIC SERVICES ADMINISTRATION (ESA), AGING AND DISABILITY SERVICES ADMINISTRATION (ADSA), AND DSHS STATE EMPLOYMENT)

CHILDREN'S ADMINISTRATION:

- ☐ Foster care
☐ Residential facility or child placing agency employee
☐ Adoption
☐ DCFS relative placement
☐ Subject involved in (or related to) CPS investigation

ESA:

- ☐ Family home child care
☐ Child care center
☐ School-age center
☐ In-home relative
☐ In loco parentis

DSHS STATE EMPLOYMENT:

POSITION NUMBER: _____ (WRITE NONE IF NONE)

- ☐ Permanent appointment
☐ Non-permanent appointment
☐ Student internship
☐ Work study
☐ Volunteer
☐ Layoff

ADSA:

- ☐ Subject involved in (or related to) APS investigation per RCW 74.34

4. BCCU ACCOUNT NUMBER (REQUIRED)

5. DSHS IDENTIFICATION (ID) NUMBER

SECTION 2. APPLICANT INFORMATION (COMPLETED BY PERSON TO BE CHECKED)

6. SOCIAL SECURITY NUMBER (OPTIONAL)

7. DATE OF BIRTH (MM/DD/YYYY) (REQUIRED)

8. PRINT YOUR COMPLETE NAME(S) (REQUIRED):

LAST (WRITE NONE IF NONE)

FIRST (WRITE NONE IF NONE)

MIDDLE (WRITE NONE IF NONE)

A. CURRENT NAME:

(WRITE SAME IF SAME AS CURRENT NAME)

(WRITE SAME IF SAME AS CURRENT NAME)

(WRITE SAME IF SAME AS CURRENT NAME)

B. BIRTH NAME:

9. PRINT OTHER LAST NAMES YOU HAVE BEEN KNOWN BY (WRITE NONE IF NONE) (REQUIRED):

10. PRINT YOUR NICKNAMES AND OTHER FIRST NAMES YOU HAVE BEEN KNOWN BY (WRITE NONE IF NONE) (REQUIRED):

11. Have you been convicted of, or do you have charges pending for any crime? (REQUIRED) ☐ Yes ☐ No
If yes, give the crime, state where it occurred, and the conviction date or charge status. Attach additional pages if needed.

Crime: _____ State: _____ Conviction date: _____ Pending charge status: ☐ Yes ☐ No

Crime: _____ State: _____ Conviction date: _____ Pending charge status: ☐ Yes ☐ No

12. Have you ever been found to have sexually abused, physically abused, neglected, abandoned or exploited a child, juvenile, or adult? (REQUIRED) ☐ Yes ☐ No

13. Have you ever had a contract and/or license to care for children, juveniles, or adults denied, terminated, revoked, relinquished, or suspended? (REQUIRED) ☐ Yes ☐ No

14. Has a court ever issued an order of protection against you for abuse, neglect, financial exploitation, domestic violence, or abandonment? (REQUIRED) ☐ Yes ☐ No

15. LIST CURRENT DRIVER'S LICENSE OR STATE IDENTIFICATION NUMBER (REQUIRED)

(WRITE NONE IF NONE)

IDENTIFICATION NUMBER

STATE ISSUED

16. a. List present number of consecutive years and months you have lived in Washington State (REQUIRED): _____ Years/ _____ Months

b. Have you completed a **DSHS** fingerprint check within the last three years? (REQUIRED) ☐ Yes ☐ No

17. STREET ADDRESS

CITY

STATE

ZIP CODE

COUNTY

A. CURRENT (REQUIRED):

B. PREVIOUS (OPTIONAL):

18. I understand I am signing this statement under penalty of perjury. The above statements are true and complete to the best of my knowledge. I understand any untruthful or purposefully misleading answer or any deliberate omission may result in my immediate disqualification as an employee, provider, caretaker, licensee, contractor, and/or as an individual authorized to care for or as an individual with unsupervised access to vulnerable adults or children. I hereby authorize DSHS to obtain background information including but not limited to, convictions, licensing, child and adult protective services, and professional licensing records, from any law enforcement, any state and federal agency including other states and the FBI. I understand federal and state laws may require release of the results of this background check and any prior background checks in response to public disclosure request or civil discovery. I understand any incomplete or unreadable information may stop or delay processing, and my employment or contractual agreement is contingent upon successful completion and clearance of this background check.

19. SIGNATURE OF APPLICANT (REQUIRED)

IF APPLICANT IS LESS THAN 18 YEARS OF AGE, PARENT OR GUARDIAN MUST SIGN.

20. DATE (REQUIRED)

(VALID THREE MONTHS FROM THE DATE OF SIGNATURE)

FOR USE BY CHILDREN'S ADMINISTRATION AND DCCEL STAFF ONLY

CAMIS files checked by _____ on date _____ ☐ No information found ☐ Information available

INSTRUCTIONS FOR COMPLETING THE BACKGROUND AUTHORIZATION FORM

This form must be completed as directed. No other form will be accepted.

The most common mistakes made when requesting a background check:

- Boxes are blank.
- Handwriting cannot be read.
- Wrong form is used.
- Applicant is less than 18 years of age and the parent or guardian did not sign the form.
- Date signed is older than three (3) months from the date received by the Background Check Central Unit.

SECTION 1: To be completed by the entity requesting the background check.

1. Required. List entity requiring background check. An entity may include a DSHS office, child placing agency, contractor, licensed facility, license applicant, provider, contracting agency, facility or home where care/service is provided, or parent. Contact the DSHS office you receive services from to find out what entity name should be listed.
2. Required. The person requesting the background check must print and sign their name.
3. Required **ONLY** for Children's Administration, Economic Services Administration, Aging & Disability Services Administration, and DSHS state employment.
4. Each DSHS office and entity required to conduct background checks through the Background Check Central Unit (BCCU) has an assigned BCCU Account Number. BCCU Account Numbers can be found at <http://www1.dshs.wa.gov/msa/bccu/index.htm>. Background check results are returned to the address or fax number associated with the BCCU Account Number. Please report any errors in address or fax number to BCCU at bccuinquiry@dshs.wa.gov or (360) 902-0299. Please include the BCCU Account Number in your email.
5. Optional. Many DSHS offices need an identification (ID) number to match results to DSHS clients, licensees, contractors, or DSHS offices and staff. An identification number may include, but is not limited to a parent or guardian's Social Security Number, client ID, DSHS worker ID, facility business ID. Contact the DSHS office you receive services from to find out if an identification number is needed.

SECTION 2: To be completed by the applicant (person to be checked). DSHS employees conducting an Adult Protective Services (APS) or Child Protective Services (CPS) investigation must complete this section to the best of their knowledge.

6. Optional.
7. Required.
8. A. Required.
B. Required. Must include complete name at birth. Write SAME if birth name is the same as current name. Write NONE if you did not have a birth name.
9. Required. Write NONE if you are not known by any other name.
10. Required. Write NONE if you do not have a nickname.
11. Required.
12. Required.
13. Required.
14. Required.
15. Required. Write NONE if you do not have a driver's license or state identification number.
16. A. Required. If you have lived in Washington State for the past three (3) consecutive years but have an out of state driver's license, you may be asked to send your background form and proof of residency to the DSHS licensing or contracting office. Some applicants must complete a fingerprint card if they have not lived in Washington State for the past three (3) consecutive years. Contact the DSHS office you receive services from to find out if you need to complete a fingerprint card. **The Background Authorization form and fingerprint card must be sent together.**
B. Required. If you have completed a DSHS fingerprint-based check within the past three (3) years and have not lived outside the state since the last fingerprint check, DSHS may use the previous result. Please mark the appropriate answer in Section 2, Box 16.
17. A. Required.
B. Optional.
18. Read prior to moving to Box 19.
19. Required. If you are less than 18 years of age, your parent or guardian must sign this form.
20. Required. The Background Check Central Unit must receive the background authorization form within three (3) months from the date of the signature.